

## Contract of Sale of Real Estate

**Property: Lot \_\_\_\_\_ on proposed Plan  
of Subdivision PS 836033X, Stage 34,  
"Bloomdale Estate", Diggers Rest-Coimadai  
Road, Diggers Rest, Victoria 3427**

**Avid Property Group Nominees Pty Ltd ACN 088  
212 631**

Ref LAD:JQ:1003344

## CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- Particulars of sale; and
- Special conditions, if any; and
- General conditions; and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of this contract.

### IMPORTANT NOTICE TO PURCHASERS

**Cooling-off**

Section 31

period

**Sale of Land Act 1962**

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

#### EXCEPTIONS

The 3-day cooling-off period does not apply if -

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

### IMPORTANT NOTICE TO PURCHASERS

**Section 9AA(1A), Sale of Land Act 1962**

Subject to the limit set by section 9AA(1)(b) of the Sale of Land Act 1962 (Vic), the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.

A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

### SIGNING OF THIS CONTRACT

#### **WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../20.....

**Print name(s) of person(s) signing:** .....

.....

State nature of authority, if applicable: .....

~~This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)~~

**SIGNED BY THE VENDOR:** .....

..... on ...../...../20.....

**Print name(s) of person(s) signing:** .....

State nature of authority, if applicable: Peter Vlitaz and Davina Sher as attorneys for Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Diggers Rest Trust C pursuant to the power of attorney dated 17 August 2016

or

Lydia Antoniette Arrico-Dunn and Michael Mammen as attorneys for Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Diggers Rest Trust C pursuant to the power of attorney dated .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

# Particulars of Sale

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**Vendor's Estate Agent**

Contact: Leivett Reynolds Telephone: 1300 656 011 Email: lreynolds@avid.com.au

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**Vendor Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Diggers Rest Trust C**

of Ground Floor, 80 Dorcas Street, Southbank, Victoria 3006

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**Vendor's Legal Practitioner HWL Ebsworth Lawyers**

of Level 26, 530 Collins Street, Melbourne VIC 3000 DX 564 Melbourne

☎ : (03) 8644 3500 Fax: 1300 365 323 Ref: LAD:JQ:1003344

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**Purchaser**

of

☎ : Fax: Ref: Email:

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**Purchaser's Legal Practitioner or Conveyancer** of:

☎ : Fax: Ref: Email:

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**Property address** the Land together with any improvements known as

Lot \_\_\_\_\_ on proposed Plan of Subdivision PS 836033X, Stage 34, "**Bloomdale Estate**", Diggers Rest-Coimadai Road, Diggers Rest, Victoria 3427

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**Land** Lot(s) \_\_\_\_\_ on proposed Plan of Subdivision PS 836033X, (a copy of which is contained in the Vendor's Statement) and being part of the land described in Certificate of Title Volume 12220 Folio 617.

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**Goods (list or attach schedule)** Nil (vacant land)

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**Payment**

<b>Price</b>	<b>\$</b>	including GST
<b>Deposit</b>	<b>\$</b>	
<b>Balance</b>	<b>\$</b>	payable at settlement

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**GST** (refer to general condition 13)

The price includes GST (if any) unless the words ' **plus GST** ' appear in this box

**Not applicable**

If this is a sale of a 'farming business' or 'going concern' then add the words ' **farming business** ' or ' **going concern** ' in this box

**Not applicable**

If the margin scheme will be used to calculate GST then add the words ' **margin scheme** ' in this box

**Margin scheme**

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**Settlement** is due on the date that is the later of:

- 14 days after the date of registration of the Plan of Subdivision; and
- 35 days after the Day of Sale.

At settlement the purchaser is entitled to vacant possession of the property unless the words ' **subject to lease** ' appear in this box

in which case refer to general condition 1.1. If ' **subject to lease** ' then particulars of the lease are:

Not applicable

If this contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#) then add the words ' **terms contract** ' in this box and refer to general condition 23 and add any further provisions by way of Special Conditions

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### Encumbrances

This sale is NOT subject to an existing mortgage unless the words ' **subject to existing mortgage** ' appear in this box:

If the sale is ' **subject to existing mortgage** ' then particulars of the mortgage are:

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### Special conditions

This contract does not include any Special Conditions unless the words ' **Special Conditions** ' appear in this box

Special Conditions

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**Loan** (refer to general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount: \$

Approval Date: 21 days after the Day of Sale

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### Schedule 1

The Purchaser assumes the following encumbrances:

1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement and any apparent or implied easements for services, drains, sewer pipes and wires not located in registered easements;
2. any easements and restrictions created by the Plan of Subdivision or implied under the Subdivision Act or otherwise appropriated, reserved or created upon registration of the Plan of Subdivision; and
3. the following encumbrances specific to the Development:
  - 3.1 the conditions and other restrictions contained in the Permit and any other planning permit affecting the Property which may issue after the Day of Sale or which may otherwise be imposed by a responsible authority;
  - 3.2 the provisions of any agreement which the Vendor has or may be required to enter into with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* (Vic);
  - 3.3 the requirements of the Planning Documents;
  - 3.4 the requirements of the MCP;
  - 3.5 the requirements of the Design Guidelines; and
  - 3.6 the Planning and Building Controls.

## FORM 2

### Estate Agents Act 1980

Regulation 5(a)

## CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## 8. **Builder warranty insurance**

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 9. **General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. **Settlement**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. **Payment**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:



- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **15. Adjustments**

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## **TRANSACTIONAL**

### **16. Time**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

### **17. Service**

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### **18. Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### **19. Liability of signatory**

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.

### **20. Guarantee**

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### **21. Notices**

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### **22. Inspection**

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

### **23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. Breach**

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

### **DEFAULT**

#### **26. Interest**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

#### **27. Default notice**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

#### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
  - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
  - (i) to call for further and better particulars in order to make a decision.
  - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

*\* The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

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# Special Conditions

## 1. Definitions and Interpretation

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### 1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

**Authority** means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

**Bank** means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne;

**Claim** means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;

**Contaminant** means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos) and **Contamination** has a corresponding meaning;

**Construct** means to construct the Residence on the Land in accordance with this Contract and **Construction** has a corresponding meaning;

**Construction Permits** means any permit, consent or approval required from any Authority for the Construction and includes building and planning permits;

**Construction Plans** means all documents, plans and specifications required in relation to the application for the Construction Permits and all plans and specifications relating to the Construction, including floor plans, elevation plans and landscaping plans;

**Contract** means this contract of sale of real estate and includes the annexures;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Council** means Melton City Council;

**Day of Sale** means the date on which this Contract is signed by both the Vendor and the Purchaser;

**Deposit Interest** means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges;

**Design Guidelines** means the design guidelines for the Development, a copy of which is included in Annexure C, as those guidelines may be amended, added to or varied from time to time;

**Development** means the land in the Plan of Subdivision and any surrounding land to be developed by or on behalf of the Vendor;

**Development Land** means the whole of the land contained in Certificate of Title Volume 12220 Folio 617 and any additional, adjacent or nearby land of which the Vendor or a related entity of the Vendor is the registered proprietor;

**Development Works** means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Site and the construction of other lots on the Site and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks;

**Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

**Election Date** means the day that is 30 months after the Day of Sale;

**Encumbrances** means the encumbrances specified in Schedule 1 of the Particulars of Sale;

**Engineering Drawings** means the drawings attached in Annexure D;

**Environmental Law** means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property;

**FIRB** means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**GST** means GST within the meaning of GST Law;

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Guarantee and Indemnity** means a guarantee and indemnity in the form of Annexure A;

**Input Tax Credit** has the meaning given to it in GST Law;

**Insolvency Event** means:

- (a) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a corporation:
  - (i) an official manager, receiver, receiver and manager, administrator, liquidator, provisional liquidator or agent for a mortgagee is appointed to the Purchaser or to any or all of its assets or undertakings;
  - (ii) the Purchaser enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
  - (iii) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
  - (iv) an application is made to a court for an order, or an order is made, that the Purchaser be wound up or dissolved;
  - (v) the Purchaser is or states that it is insolvent;
  - (vi) the Purchaser becomes an insolvent under administration as defined in the *Corporations Act* or action is taken which could result in that event;
  - (vii) the Purchaser takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;

- (viii) the Purchaser fails to comply with a statutory demand in accordance with section 459F(1) of the *Corporations Act*;
  - (ix) execution is levied against the Purchaser and is not satisfied within 30 days; or
  - (x) anything which is analogous to or has a substantially similar effect to any of the events specified above occurs; or
- (b) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a natural person:
- (i) the Purchaser becomes bankrupt;
  - (ii) an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth);
  - (iii) the Purchaser makes an assignment for the benefit of its creditors, or enters into composition or arrangements with its creditors;
  - (iv) the Purchaser is unable to pay its debts when due;
  - (v) the Purchaser dies; or
  - (vi) the Purchaser becomes mentally ill;

**Law** includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

**Lot or Lots** means a lot or lots on the Plan of Subdivision;

**Margin Scheme** means the scheme for working out the amount of GST on a Taxable Supply under Division 75 of GST Law;

**MCP** means the draft memorandum of common provisions which will be registered and imposed with or by the Plan of Subdivision, a copy of which is contained in the Vendor's Statement (if any);

**Object** means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid Settlement;

**Outgoings** means all outgoings, costs and expenses paid or payable by the Vendor in relation to the Property (whether or not recoverable from tenants or not) including all rates, taxes (including land tax but excluding capital gains or income taxes), assessments, insurance premiums, statutory outgoings but excludes any supplementary rates or taxes or other charges assessed in respect of the Property after the date of registration of the Plan of Subdivision;

**Particulars of Sale** means the particulars of sale attached to and forming part of this Contract;

**Permit** means the planning permit No. **PA2017/5553/2** issued by Council, a copy of which is attached to the Vendor's Statement;

**Plan of Subdivision** means proposed plan of subdivision number PS 836033X a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered;

**Plan of Surface Level Works** means the plan attached in Annexure B;

**Planning and Building Controls** means the Restrictions and this Contract;

**Planning Documents** means the Permit and any other planning permits issued in respect of the Property before and after the Day of Sale as those permits may be amended, added to, varied, extended or endorsed from time to time and include the planning permits annexed to the Vendor's Statement;

**Property** means the Land and improvements constructed on the Land as at the Day of Sale;

**Registrar** means the Registrar of Titles of Victoria;

**Registration Date** means the day that is 30 months after the Day of Sale;

**Residence** means a dwelling to be constructed on the Land in accordance with this Contract;

**Restrictions** means the restrictions to be included in the Plan of Subdivision and which will be created on registration of the Plan of Subdivision (if any);

**Sale of Land Act** means the *Sale of Land Act 1962 (Vic)*;

**Services** means all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property;

**Settlement** means the date the Purchaser accepts title to the Property and pays the Price in full;

**Settlement Date** means the date when Settlement occurs;

**Site** means the land owned or developed by the Vendor known as Diggers Rest - Coimadai Road, Diggers Rest, Victoria 3427 and any other adjoining or neighbouring land owned by the Vendor and, where the context permits or requires, includes the Property;

**Staged Development** means the Development effected in stages;

**Subdivision Act** means the *Subdivision Act 1988 (Vic)*;

**Subsequent Stage Land** means all the land included in the Development except for the land in the Plan of Subdivision;

**Tax Invoice** has the meaning given to it in GST Law;

**Taxable Supply** has the meaning given to it in GST Law;

**Vendor's Legal Practitioner** means HWL Ebsworth or any other firm of solicitors about whom the Vendor gives details in writing to the Purchaser; and

**Vendor's Statement** means a statement made by the Vendor under section 32 of the *Sale of Land Act*, a copy of which is contained in Annexure E.

## 1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) "person" includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);



- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (i) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it; and
- (k) any reference to time in this Contract is a reference to time in Melbourne.

## **2. Variations to General Conditions**

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### **2.1 Amendments to General Conditions**

Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Conditions 2.2 to 2.7 (inclusive) are deleted.
- (b) General Condition 5 is deleted.
- (c) General Condition 10.1(b)(i) is amended to read:  
*"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"*
- (d) General Condition 11.1(b) is amended by deleting the words *"if there is no estate agent,"*.
- (e) General Condition 11.5 is amended to read:  
*"For the purposes of this general condition 'authorised deposit taking institution' means a Bank."*
- (f) General condition 12.4 is added:  
*"Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title."*
- (g) General Condition 15.2(b) is deleted.
- (h) General Condition 15.2(c) is deleted.
- (i) General Condition 20 is deleted.
- (j) The second sentence of General Condition 21 is amended to read:  
*"The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."*
- (k) General Conditions 24.4 to 24.6 (inclusive) are deleted.
- (l) General Condition 25 is amended by adding the following new paragraph at the end of the Condition:

*"The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*

- (i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
  - (ii) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$660 plus GST for each notice;*
  - (iii) any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and*
  - (iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."*
- (m) General Condition 28 is amended by including a new paragraph 28.6 as follows:
- "Unless the price includes GST, the reference to "the price" in this General Condition 28 refers to the price plus any GST payable on the price."*
- (i) General Condition 28.4(a) is amended to read as follows:
- "an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property".*

### **3. Acknowledgements**

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#### **3.1 Disclosure**

The Purchaser acknowledges that prior to the signing of this Contract or any other documents relating to this sale, the Purchaser received a Vendor's Statement.

#### **3.2 Estate Agents Act 1980 (Vic)**

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Property.

#### **3.3 Further acknowledgements**

The Purchaser acknowledges and agrees that:

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 3.3(b) has been relied upon by the Purchaser;
- (d) the Vendor gives no warranty and makes no representation as to the fitness of the Property for the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy itself in this regard;
- (e) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and

- (f) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

### 3.4 **Grants or rebates**

Without limiting Special Condition 3.3, the Purchaser acknowledges and agrees that:

- (a) neither the Vendor nor the Vendor's Estate Agent has made any promise, representation or warranty to the Purchaser regarding any grants, rebates or other financial assistance that the Purchaser may be entitled to receive or claim in respect of the purchase of the Property (**Financial Assistance**);
- (b) the Purchaser has relied on its own searches and enquiries regarding what (if any) Financial Assistance the Purchaser may claim or receive; and
- (c) the Purchaser may not Object if the Purchaser is not entitled to any Financial Assistance.

### 3.5 **Disclosure of payments**

The Purchaser must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party.

### 3.6 **Vendor may pay fees to others**

The Purchaser acknowledges and agrees that the Vendor may pay a fee to another party (including but not limited to the Vendor's Estate Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

### 3.7 **Advice and negotiation**

Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- (a) the Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions, and effect of, this Contract prior to signing this Contract;
- (b) the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract; and
- (c) the Vendor's rights and the Purchaser's obligations in this Contract are reasonably necessary to protect the Vendor's genuine and legitimate commercial interest.

## **4. Laws and Planning**

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### 4.1 **Laws**

The Purchaser acknowledges and agrees that it buys the Property subject to all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it.

### 4.2 **Planning**

The Purchaser buys the Property subject to:

- (a) any restriction or condition affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement); and
- (b) the applicable planning scheme and any other relevant planning controls.

#### 4.3 **Planning Permit**

- (a) The Purchaser agrees to comply with the provisions of the Permit and any other planning permit or permits as they affect the use and development of the Property.
- (b) The Purchaser acknowledges the Vendor may apply for amendments to existing Permit or one or more new planning permits or amendments to the planning scheme in connection with any Development Works, at its absolute discretion, including but not limited to use of any part of the Development Land as shopping centres, activity centres, childcare centres, retirement villages, medium density sites and other purposes. The Purchaser must not:
  - (i) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Development Works;
  - (ii) oppose, or assist or encourage the opposition of, any amendment to the planning scheme proposed by or on behalf of the Vendor to enable the Development Works;
  - (iii) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the planning scheme which relates to any proposed Development Works; or
  - (iv) make any requisitions or objections, claim compensation or refuse or delay payment of the Price or rescind or terminate this Contract on account of any amendment or proposed amendment to the Permit or the grant of any new planning permit in relation to the Property.

#### 4.4 **Measurements**

The Vendor does not represent, and gives no warranty, that the area, measurements, boundaries, occupation or location of the Property are identical with those of the land described in the Plan of Subdivision.

#### 4.5 **No Claims**

The Purchaser may not Object in respect of any matters referred to in this Special Condition 4.

### **5. Services**

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The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by law, the Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;
- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority; or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

### **6. Goods**

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#### 6.1 **Ownership**

Ownership of the Goods will not pass to the Purchaser until the Vendor receives full payment of the Price.

## 6.2 **No Warranty**

The Vendor makes no representation or warranty as to the state of repair or condition or suitability of the Goods nor any compliance or non-compliance of the Goods with any Law.

## 7. **Deposit**

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### 7.1 **Amount**

The Deposit must not exceed 10 per cent of the Price.

### 7.2 **Deposit Paid to Vendor's Legal Practitioner or Vendor's Estate Agent**

The Purchaser must pay the Deposit to the Vendor's Legal Practitioner or to the Vendor's Estate Agent within the time required by this Contract (time being of the essence) and it must be held by either of them on trust for the Purchaser until registration of the Plan of Subdivision.

### 7.3 **Investment of Deposit**

- (a) The Vendor and the Purchaser authorise the Vendor's Legal Practitioner (but it is not obliged) to hold the Deposit in an interest bearing trust account with a bank nominated by the Vendor or the Vendor's Legal Practitioner.
- (b) Subject to Special Condition 7.3(c), any Deposit Interest will accrue for the benefit of the Vendor.
- (c) If the Purchaser lawfully rescinds this Contract the Purchaser is entitled to the Deposit Interest.
- (d) The Vendor and the Purchaser authorise and direct the Vendor's Legal Practitioner to pay the Deposit Interest to the party entitled to it at the Settlement Date or immediately following lawful rescission or termination of this Contract (whichever occurs first).
- (e) The Vendor and the Purchaser release the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit.

### 7.4 **Tax file number**

Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Legal Practitioner or to the Bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's Legal Practitioner verification of this from the Bank. The Purchaser must not make any claim on the Vendor's Legal Practitioner for any matter arising out this Special Condition 7.4.

### 7.5 **Entitlement to interest**

The interest earned on the Deposit (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then, subject to Special Condition 7.4, interest earned on the Deposit (if any) will belong to the Purchaser.

## 7.6 Stakeholder

Upon registration of the Plan of Subdivision, the Deposit shall be held or invested by the Vendor's Legal Practitioner as stakeholder for the parties and shall thereafter be held or released pursuant to the provisions of the Sale of Land Act.

## 8. GST

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### 8.1 Interpretation

In this Special Condition 8:

- (a) words or expressions used in this Special Condition which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (d) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

### 8.2 Margin Scheme

Provided that the Vendor is eligible, the parties agree that the GST payable on the taxable supply of the Property will be calculated by the Vendor using the Margin Scheme under Division 75 of the GST Law.

### 8.3 GST Exclusive

Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

### 8.4 Liability to pay GST

If the Vendor makes a taxable supply under this Contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:

- (a) in relation to the supply of the Property, on the earlier of settlement and the date on which a taxable supply of the property occurs; and
- (b) in relation to any other supply, at the time the consideration for the supply is payable.

## 8.5 Reimbursement of Expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

## 8.6 Non Merger

This clause does not merge on settlement and will continue to apply after expiration or termination of this Contract.

## 9. Duty

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### 9.1 No stamp duty warranty

The Purchaser acknowledges and agrees that:

- (a) no representation or warranty has been made to the Purchaser regarding the amount of stamp duty that will be payable; and
- (b) the Purchaser will not Object because of the amount of stamp duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

### 9.2 Indemnity

The Purchaser is liable for and indemnifies the Vendor against any stamp duty that becomes payable in respect of a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

### 9.3 Stamp duty: Purchasers buying unequal interests

If the Purchaser comprises more than one person or entity:

- (a) it is each Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property;
- (b) if the proportions recorded in the transfer of land document differ from those recorded in the Contract, it is each Purchaser's responsibility to pay any additional duty or charge which may be assessed as a result of the variation; and
- (c) each Purchaser jointly and severally indemnifies the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

### 9.4 Non Merger

This Special Condition 9 will not merge on the transfer of the Land but will continue to have full force and effect.

## 10. Plan of Subdivision

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### 10.1 Conditional sale

This Contract is subject to the condition subsequent that the Plan of Subdivision is registered by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

## 10.2 Vendor's endeavours

The Vendor will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar or otherwise necessary in the reasonable opinion of the Vendor.

## 10.3 Right to terminate

- (a) If the Plan of Subdivision is not registered by the Registrar by the Registration Date, the Purchaser may rescind this Contract by giving written notice to the Vendor before the Plan of Subdivision is registered and the Vendor may rescind this contract in accordance with this Special Condition.
- (b) Before rescinding this Contract under 10.3(a), the Vendor must give the Purchaser 28 days' written notice ('**notice period**'), setting out:
  - (i) the reason why the Vendor is proposing to rescind this Contract;
  - (ii) the reason for the delay in the registration of the Plan of Subdivision; and
  - (iii) that the Purchaser is not obliged to consent to the proposed rescission.

## 10.4 Deemed Consent

For the purpose of Special Condition 10.3, the Purchaser will be deemed to have consented to the proposed rescission if no written objection is received by the Vendor on or before the end of the notice period.

## 10.5 Consequences of termination

- (a) If this Contract is terminated pursuant to Special Condition 10.3, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 10.3.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

## 10.6 Section 10F of the Sale of Land Act

- (a) This Special Condition 10.6 only applies if section 10F of the Sale of Land Act is in effect on or before the Day of Sale.
- (b) For the purpose of section 10F of the Sale of Land Act, if the Vendor wishes to rescind this Contract under Special Condition 10.3:
  - (i) the Vendor is required to give notice of a proposed rescission of this Contract under Special Condition 10.3; and
  - (ii) the Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent; and
  - (iii) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
  - (iv) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all of the circumstances.

## 11. Amendments to Plan of Subdivision and Engineering Drawings

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### 11.1 Vendor may amend Plan of Subdivision

Subject to section 9AC of the Sale of Land Act, the Vendor may make such amendments to the Plan of Subdivision that:

- (a) may be necessary to:
  - (i) accord with surveying practice; or
  - (ii) alter the Plan of Subdivision so that the land in the Plan of Subdivision is developed as a Staged Development; or
  - (iii) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
- (b) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include:
  - (i) alterations required for the adequate servicing of the Site or any part of it;
  - (ii) creating additional lots; and
  - (iii) altering or varying the position or location of any other Lot.

### 11.2 Vendor to notify Purchaser of amendments

The Vendor will advise the Purchaser in writing of any proposed amendment to the Plan of Subdivision required by the Registrar or requested by the Vendor within 14 days after the receipt of the requirement of the Registrar or the making of the request by the Vendor (as the case may be).

### 11.3 Acceptance of Plan of Subdivision as registered

The Purchaser agrees to accept the Property described on the Plan of Subdivision as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan of Subdivision.

### 11.4 Authorised amendments

Without limiting any other provision in this Special Condition 10, the Purchaser acknowledges and agrees that:

- (a) the Vendor may create additional Lots by further subdividing any Lots in any stage of the Plan of Subdivision;
- (b) the Vendor may amalgamate any Lot with another Lot; and
- (c) if on the Day of Sale the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor sees fit (but is not obliged to do so).

### 11.5 No Objection

The Purchaser agrees not to Object because of:

- (a) any amendment or alteration to the Plan of Subdivision which does not materially affect the Land (as determined by the Law Institute Property Law Dispute Resolution Committee of Victoria); or
- (b) the creation of any additional Lots; or
- (c) the consolidation of any Lot with another Lot or Lots; or
- (d) the subdivision of any Lots shown on the Plan of Subdivision to create additional or less Lots;

- (e) any alleged misdescription of the Land or deficiency in its area or measurements;
- (f) the creation of any:
  - (i) public walkway or footpath;
  - (ii) easement; or
  - (iii) encumbrance; or
- (g) any renumbering of stages or Lots on the Plan of Subdivision,

nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so.

#### 11.6 **Changes to area**

The Purchaser agrees that (without limitation) an amendment to the Plan of Subdivision which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially affect the Land.

#### 11.7 **Alterations to Engineering Drawings**

- (a) The Vendor can, without being required to give any notice to the Purchaser, make amendments to the Engineering Drawings:
  - (i) to meet, or as a consequence of meeting, any requirement, recommendation or requisition of any Authority; or
  - (ii) which the Vendor determines, in its absolute discretion, are required for the adequate servicing of the Site or any part of it; or
  - (iii) any minor amendment or alteration which does not materially affect the Land, including, without limitation, a change to:
    - (A) the linear dimensions for bearing and distances of up to 2%;
    - (B) the height of surface contours or fill levels up to 500mm; or
    - (C) the height and location of retaining walls up to 500mm.
- (b) The Purchaser cannot Object in respect of any amendments to the Engineering Drawings made under this Special Condition 11.7.

#### 11.8 **Signing of documents**

If the Vendor asks, the Purchaser must promptly sign any document required, in order to give effect to any amendment or alteration to the Plan of Subdivision or Engineering Drawings, which does not materially affect the Land.

## **12. Encumbrances**

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### 12.1 **Purchaser buys subject to Encumbrances**

The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Subdivision Act;
- (b) buys the Property subject to:
  - (i) the Encumbrances;

- (ii) all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it;
  - (iii) all easements and encumbrances affecting the Site including those created or implied by the *Subdivision Act*; and
  - (iv) the rights of the Vendor under Special Condition 12.2; and
- (c) agrees that the matters specified in Special Condition 12.1(b) do not constitute a defect in the Vendor's title to the Property.

The Purchaser must not Object in relation to any matter referred to in this Special Condition 12.1.

## 12.2 Further encumbrances

The Purchaser acknowledges that the Vendor:

- (a) may create or grant easements, covenants, restrictions and other rights and obligations affecting the whole or any part of the Site;
- (b) may enter into agreements under section 173 of the *Planning and Environment Act 1987* (Vic);
- (c) may grant leases or other occupation rights to third parties over the Site (excluding the Property) including, without limitation, statutory authorities and suppliers of utilities;
- (d) is entitled to require that:
  - (i) the instrument of transfer incorporate a covenant; or
  - (ii) the Purchaser create an easement or other restriction that will burden the Land,if any one or more of these are:
  - (iii) required by any Authority;
  - (iv) required for the certification or registration of the Plan of Subdivision; or
  - (v) in the opinion of the Vendor (acting reasonably), necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

## 12.3 Sale of Land Act

Section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan of Subdivision.

## 13. Disclosure of Surface Level Works

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### 13.1 Disclosure

The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act* details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:

- (a) have been carried out on that land after the certification of the Plan of Subdivision and before the date of this Contract; or
  - (b) are at the date of this Contract being carried out or are proposed to be carried out on that land,
- are set out in the Plan of Surface Level Works.

### 13.2 Existing Fill

The Purchaser:

- (a) acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to or after the Vendor becoming registered proprietor of that part of the Site; and
- (b) may not Object in respect of anything referred to in Special Condition 13.2(a).

### 13.3 Subdivisional works

- (a) The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, levelled, compacted or cut as disclosed in the Plan of Surface Level Works ("**subdivisional works**").
- (b) The Purchaser acknowledges and agrees that the plans disclosing the subdivisional works are design plans only and are not as built plans and that such plans and subdivisional works may be changed before settlement in accordance with Special Condition 13.4.

### 13.4 Works

At the Day of Sale:

- (a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has not given disclosure pursuant to section 9AB(1) of the Sale of Land Act;
- (b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Sale of Land Act; and
- (c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Sale of Land Act as soon as practicable after the details required for disclosure come to the knowledge of the Vendor.

### 13.5 No Objection

Subject to the Sale of Land Act, the Purchaser may not Object in respect of any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works.

### 13.6 Fill levels

The Purchaser acknowledges and agrees that:

- (a) the Vendor makes no representation or warranty regarding the amount of any:
  - (i) topsoil that has been, or may be, removed from the Property; or
  - (ii) filling and regrading that may be required;
- (b) the Purchaser has relied upon its own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the Purchaser does, or proposes to, undertake on the Property; and
- (c) the Purchaser may not Object in respect of any works that the Purchaser may be required to undertake to or on the Land.

### 13.7 Timing of subdivisional works

The Vendor and its employees, agents and consultants may commence or complete the subdivisional works before and/or after settlement of this Contract.

### 13.8 Indemnity

The Purchaser is liable for and indemnifies the Vendor against any Claim made by any person in respect of subdivisional works.

## 14. Caveat

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### 14.1 No caveat to be lodged

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site, the Development, the Land or the Property including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.

### 14.2 Purchaser's acknowledgement

The Purchaser acknowledges that breach of Special Condition 14.1:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
- (b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and
- (c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

### 14.3 Appointment as attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of Special Condition 14.1.

## 15. Development Works

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### 15.1 Undertaking of Development Works

The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots after settlement and, notwithstanding that the works in any part of the Development or on lots to be built subsequently may block out or impede access to light and air available to the Lot currently or at Settlement or any other time, the Vendor will be entitled to carry out those works.

### 15.2 Acknowledgement

The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
- (b) the Vendor and any contractor contracted for works on any part of the Site may enter and carry out other Development Works on other lots on the Plan of Subdivision and for that purpose may bring upon the Site any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
- (c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date;
- (d) any contractor working on the Site shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and
- (e) the Purchaser is not entitled to Object in respect of any Development Works which the Vendor is permitted by an Authority to complete after registration of the Plan of Subdivision.

### 15.3 **No proceedings**

As long as the Vendor takes all reasonable steps to minimise inconvenience to the Purchaser in completing the Development Works, the Purchaser will take no objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the Development Works or to the dust and noise and other discomforts which might arise therefrom.

### 15.4 **No responsibility**

The Purchaser acknowledges and agrees that the Vendor is not responsible for any contractor carrying out works under contracts with the purchasers of any other lots forming part of the Site.

### 15.5 **No Objection**

Without limiting any other provision of this Contract, the Purchaser may not Object by reason of:

- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;
- (b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Site for the purpose of:
  - (i) gaining access or egress to any part of the Site or any adjoining land whether by foot or in vehicles and heavy machinery; or
  - (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development,

and will not institute or prosecute any action or proceedings for an injunction or damages arising out of or consequent upon such further Development Works;

- (c) any easements restrictions or other encumbrances created or implied by the Subdivision Act or created or executed by the Vendor;
- (d) construction of any services on or under the Site which may not be protected by easements;
- (e) any alteration to the area or dimensions of the Site;
- (f) non-completion of the facilities to be constructed on the Site;
- (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Site;
- (h) any boundary on the Site not being fenced or any boundary fence or wall not being on or within the boundary; and
- (i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

## **16. Planning and Building Controls**

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### 16.1 **Disclosure**

The Purchaser acknowledges and agrees that:

- (a) the Planning and Building Controls as at the Day of Sale are contained in the Vendor's Statement;
- (b) the Purchaser read the Planning and Building Controls prior to signing this Contract; and

- (c) the Purchaser had an opportunity to receive advice regarding the Planning and Building Controls prior to signing this Contract.

#### 16.2 **Restrictions**

- (a) The Purchaser covenants and agrees with the Vendor to be bound by, and comply with, the Restrictions.
- (b) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 16.2(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor against all costs and expenses incurred by the Vendor in respect of rectifying such breach.
- (d) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of the Restrictions for any particular lot on the Plan of Subdivision and that the Purchaser may not Object because of that consent.

#### 16.3 **Alternative Controls**

- (a) The Purchaser acknowledges and agrees that the Vendor can, at any time prior to Settlement, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to design guidelines, memoranda of common provisions and restrictive covenants) to implement and enforce additional controls which are consistent with the Planning and Building Controls or required by the Planning Documents.
- (b) The Purchaser may not Object because of any such additional controls.

#### 16.4 **Variation and Waiver**

- (a) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation of, or waive, any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.
- (b) The Purchaser may not Object because of any such consent or waiver.

#### 16.5 **Purchaser Covenants**

The Purchaser:

- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:
  - (i) will not merge on completion of this Contract; and
  - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns;
- (c) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a Special Condition in the form of this Special Condition 16; and
- (d) covenants with the Vendor to complete Construction within 12 months of commencement of Construction.

#### 16.6 **Conflict in Planning and Building Controls**

In the event of any conflict between the Planning and Building Controls, then the same shall be ranked in priority as follows:

- (a) first, the Restrictions; and
- (b) second, these Special Conditions.

#### 16.7 **MCP**

- (a) The Purchaser acknowledges that:
  - (i) the MCP will be referenced as part of the Restrictions and registered as an encumbrance on the title to the Property;
  - (ii) the Purchaser will be bound by the terms and conditions of the MCP; and
  - (iii) the Purchaser must not Object or require the Vendor to take any action in respect of the MCP.

#### 16.8 **Design Guidelines**

- (a) The Purchaser acknowledges and agrees that it has read and understood the Design Guidelines and it will comply with the Design Guidelines at all times.
- (b) The Purchaser must:
  - (i) obtain approval from the Vendor for the Purchaser's Construction Plans before lodging an application for Construction Permits with the local government or commencing Construction; and
  - (ii) comply with:
    - (A) the Design Guidelines; and
    - (B) any conditions of consent or approval given by the Vendor under the Design Guidelines.
- (c) The Purchaser further covenants with the Vendor that:
  - (i) it is an essential term of the Contract that this Special Condition and the Design Guidelines are included in any contract of sale relating to the future sale or transfer of the Property by the Purchaser; and
  - (ii) it must procure a deed executed in a form satisfactory to the Vendor, with the Vendor as a party to the deed, from any purchaser and/or transferee (**New Purchaser**) containing agreement by the New Purchaser to observe and comply with the covenants in this Special Condition and the Design Guidelines.
- (d) If the Purchaser fails to comply with this Special Condition or the Design Guidelines, the Vendor is entitled in addition to any other rights:
  - (i) to seek an injunction to prevent the Purchaser, its agents, successors or assigns from continuing with the Construction of the Residence;
  - (ii) to remove any non-complying structures or works at the Purchaser's cost; and
  - (iii) to seek damages for breach of this Special Condition or the Design Guidelines.
- (e) The Purchaser indemnifies the Vendor for any costs, expenses, damages or other liabilities incurred by the Vendor as a result or in connection with a breach by the Purchaser of this Special Condition or the Design Guidelines.



- (f) The Purchaser acknowledges that the Vendor may:
  - (i) amend, modify or vary the Design Guidelines (or cause the Design Guidelines to be amended, modified or varied) in its absolute discretion. The Purchaser is not entitled to Object by any reason of any such amendment, modification or variation;
  - (ii) approve any application in relation to another lot that does not comply with the Design Guidelines (or cause such approval to occur). The Purchaser is not entitled to Object by reason of any such approval in relation to another lot.

#### 16.9 **Rescode**

- (a) The Purchaser acknowledges that:
  - (i) ResCode legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing; and
  - (ii) ResCode may apply to development on or in respect of the Property.
- (b) The Purchaser may not Object in respect of any Rescode requirements.

#### 16.10 **Bushfire Attack Level**

Without limiting any other Special Condition in this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (**BAL**) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;
- (b) unless otherwise stated in the Vendor's Statement, the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that, unless otherwise stated in the Vendor's Statement, no information, representation or warranty was made by the Vendor, the Vendor's Estate Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
  - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
  - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not Object in respect of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

#### 16.11 **Vendor Access**

The Vendor has the right to access the Property after Settlement on provision of prior written notice to ensure compliance with this Special Condition 16.

#### 16.12 **Construction**

- (a) The Purchaser must not alter, or cause to be altered any retaining walls or lot drainage on the Property, unless:

- (i) the Purchaser obtains:
    - (A) all necessary permits, consents or approvals required from any Authority; and
    - (B) approval in writing from a qualified engineer; and
  - (ii) the structural integrity of any retaining wall(s) on the Property is not affected; and
  - (iii) the alterations do not affect any part of the Site (including the lots adjoining the Property) and any structures (including, without limitation, retaining walls) constructed or being constructed on any part of the Site.
- (b) The Purchaser acknowledges that any retaining walls constructed on the Property, prior to Settlement, form part of the Property and must be maintained by the Purchaser.

**16.13 No Merger**

This Special Condition 16 does not merge on Settlement.

**17. Environment**

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**17.1 Acknowledgment**

The Purchaser acknowledges that:

- (a) the Property may be contaminated; and
- (b) Contaminants may have emanated from the Property in the past.

**17.2 Release and indemnity**

From the date of actual settlement, the Purchaser:

- (a) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to;
- (b) releases the Vendor and the Vendor's employees, agents and officers from all liability in relation to; and
- (c) indemnifies the Vendor and the Vendor's employees, agents and officers, and will keep them indemnified, against all liability, claims and proceedings in respect of any loss, damage or expense arising from or in any way connected with,

any Contaminant in, on, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.

The Vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 17.2(c).

**17.3 No objection**

The Purchaser may not Object or require the Vendor to take any action on account of any Contaminants in, on, under or emanating from the Property, any part of the Site or any adjoining land.

**18. Fences**

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**18.1 Definitions**

In this Special Condition 18, the words "Fencing Works" means the fencing works to be carried out in accordance with Special Condition 16.7.

## 18.2 Purchaser acknowledgement

The Purchaser acknowledges and agrees that:

- (a) the Purchaser buys the Property subject to this Special Condition 18 and that the Purchaser will not make any requisition, objection or exercise the Purchaser's rights in respect of any matter referred to in this Special Condition 18;
- (b) the Vendor may undertake the Fencing Works on the Property prior to settlement;
- (c) if the Vendor undertakes the Fencing Works, the Purchaser must reimburse the Vendor for fifty per cent of the costs of the Fencing Works by way of an adjustment in the Vendor's favour at settlement;
- (d) if, before settlement, the Vendor receives one or more fencing notices from the owners of the land adjoining the Property then the Purchaser will be liable for the full cost set out in each of the fencing notices; and
- (e) while the Vendor is the owner of any land adjoining the Property, the Vendor is not required to contribute towards the cost of any dividing fence, as the Vendor's share of the cost of any such dividing fence is included in the Price.

## 18.3 Purchaser's obligations

If the Vendor does not complete the Fencing Works prior to settlement:

- (a) the Purchaser must undertake the Fencing Works on the Property;
- (b) the Purchaser indemnifies the Vendor from any Claims resulting from the Fencing Works; and
- (c) except as otherwise provided in this Contract, the Purchaser agrees with the Vendor that the Purchaser will not make any Claim against the Vendor for any contribution to the cost of undertaking the Fencing Works or any other types of fencing on any other part of the Property or the Development Land pursuant to the provisions of the *Fences Act 1968* (Vic), including any sums for liabilities which the Vendor may (whether or not it was aware of any) have incurred with any adjoining owners.

## 18.4 Fencing

- (a) The Purchaser must not Object or require the Vendor to take any action if:
  - (i) one or more of the boundaries of the Property is not fenced; or
  - (ii) any boundary fence or wall is not on or within the boundaries of the Property.
- (b) The Purchaser acknowledges that Special Condition 16.7 applies in respect of any fence the Purchaser proposes to erect on the Property, and the Purchaser must obtain approval from the Vendor prior to erection of any fence, in accordance with Special Condition 16.7.

## 18.5 Payment

Any amounts payable by the Purchaser under this Special Condition may be payable to the Vendor under Special Condition 22 by way of an adjustment to the Balance.

## 19. Vendor's Rights

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### 19.1 Completion of the Development

The Vendor may, for the purposes of completion of the Development, after settlement:

- (a) carry out works (including demolition, alterations and repairs) on the Site;

- (b) use, operate, install, repair, maintain, remove, replace and temporarily interrupt services; and
- (c) appoint agents or others to exercise any of the Vendor's rights,

but in doing so, the Vendor must take reasonable steps to minimise interference with the Purchaser's enjoyment and use of the Property.

#### 19.2 Vendor may conduct activities

The Purchaser acknowledges that both before and after the date of actual settlement, the Vendor and the Vendor's employees and agents may:

- (a) conduct selling activities from the Site;
- (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
- (c) place and maintain on and about the Site an office, suite or facility or both for representatives of the Vendor and their representatives.

#### 19.3 No Objection

The Purchaser may not Object because of anything contemplated by Special Conditions 19.1 or 19.2.

### 20. Dealings

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#### 20.1 No resale

- (a) The Purchaser must not prior to settlement sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion) until every lot on the Plan of Subdivision has been sold by the Vendor.
- (b) In addition to Special Condition 20.1(a), the Purchaser must not, prior to constructing any house or dwelling on the Land in accordance with the terms of this Contract, sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion).

#### 20.2 Authorised sale or transfer

Where the Vendor consents to sale or transfer or where consent is not required in accordance with Special Condition 20.1, the Purchaser may and only with the prior written consent of the Vendor, sell or transfer the Land if:

- (a) the Purchaser has complied with all of the Purchaser's obligations under this Contract to the Vendor's satisfaction (acting reasonably); or
- (b) the Purchaser procures the transferee of the Land to sign a deed on terms acceptable to the Vendor pursuant to which the transferee agrees to comply with all of the obligations in this Contract which remain to be performed at the date of the proposed transfer of the Land.

#### 20.3 No release

The Purchaser will not be released from its obligations under this Contract upon any sale or transfer of the Land.

#### 20.4 Dealings by the Vendor

- (a) The Purchaser acknowledges and agrees that the Vendor may assign, transfer or otherwise dispose of its rights under this Contract to a third party.

- (b) The Vendor will notify the Purchaser if it deals with its rights under this Contract pursuant to Special Condition 20.4.
- (c) The Purchaser agrees not to Object if the Vendor deals with its rights under this Contract.
- (d) If the Vendor does any of the things contemplated by this Special Condition, the Purchaser agrees to enter into a deed or agreement as may be required by the Vendor to give effect to such actions and to acknowledge that the Purchaser will comply with its obligations under this Contract in favour of the party to whom this Contract has been assigned, transferred or novated.

## 20.5 Mortgages and charges

The Vendor may grant mortgages or charges over the Site or the Land at any time up until settlement.

## 20.6 Essential term

- (a) This Special Condition 20 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 20.
- (b) The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 20 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 20.

## 21. Settlement

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### 21.1 Settlement

Settlement must take place before 3pm on the Settlement Date. If Settlement takes place after 3pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.

### 21.2 Charges

- (a) General Condition 7 does not apply to this Contract.
- (b) The Vendor is not required to provide at any time any:
  - (i) release from any secured party releasing a security interest in respect of the Property; or
  - (ii) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at the Settlement Date; or
  - (iii) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on the Settlement Date, the personal property included in the Contract is not or will not be property in which the relevant security interest is granted.
- (c) The Purchaser may not Object, or require the Vendor to take any action, in respect of any charge or security interest registered under the *Personal Property Securities Act 2009* (Cth).

## 22. Adjustment of Outgoings

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### 22.1 No application

General Condition 15 does not apply to this Contract.

### 22.2 Apportionment

All Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the Settlement Date.

### 22.3 Bulk assessment

The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for Outgoings for the Property at the Settlement Date the Outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).

### 22.4 Separate assessments

If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority. Any such readjustment must be made within 12 months after the Settlement date and be accompanied by a copy of the original notice.

### 22.5 Payment

The Vendor will pay the Outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before Settlement under any circumstances.

### 22.6 Apportionment as if paid by the Vendor

Despite Special Condition 22.5, the Outgoings must be apportioned as if they had been paid by the Vendor.

### 22.7 Land tax

- (a) Despite any other provision in this Contract, the parties agree that:
  - (i) for the adjustment of land tax the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Development Land (**Land Tax Assessment**); and
  - (ii) land tax will be adjusted:
    - (A) based on the proportional land tax stated in the Land Tax Assessment;
    - (B) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the lot liability of the Property bears to the total liability of all of the lots on the Plan of Subdivision; and
    - (C) from the Settlement Date.
- (b) Despite Special Condition 22.7(a), payment of the Price will not be delayed and no money will be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.
- (c) The Vendor acknowledges that:
  - (i) it is liable and responsible for payment of land tax chargeable on the Land until the date upon which the Purchaser becomes entitled to possession; and
  - (ii) subject to Special Condition 22.7(a), it must pay any such land tax for which it receives an assessment notice within the time limit specified in the assessment notice.

## 23. Nomination

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### 23.1 **Application**

Any common law right to effect a nomination is expressly excluded from this Contract.

### 23.2 **Interpretation**

In this Special Condition 23:

- (a) **Associated Person** has the same meaning as in Section 3 of the *Duties Act 2000*; and
- (b) **Nominee** means the substitute or additional purchaser, together with the Purchaser in the case of nomination of an additional purchaser.

### 23.3 **Right of Nomination**

- (a) Subject to Special Condition 23.3(b), the Purchaser may, with the prior written consent of the Vendor, nominate one Nominee for the Property by giving to the Vendor, not less than 14 Business Days and not more than 30 Business Days before the Due Date:
  - (i) a signed notice nominating the Nominee;
  - (ii) if the Nominee is or includes a company (other than a company listed on an Australian Stock Exchange) the company shall, simultaneously upon execution of the nomination notice, procure the execution by all of its directors of the Guarantee and Indemnity and provide the fully executed Guarantee and Indemnity to the Vendor; and
  - (iii) payment to the Vendor's solicitors by the Nominee of \$350.00 plus GST, being the Vendor's legal costs of dealing with the Nominee.
- (b) The Purchaser is not entitled to nominate a Nominee under this Special Condition 23 if:
  - (i) at the time it purports to nominate a Nominee, the Purchaser is in default under the Contract; or
  - (ii) the Nominee is not an Associated Person of the Purchaser.

### 23.4 **Purchaser liability**

- (a) The Purchaser remains personally liable for the due performance of all of the Purchaser's obligations and liabilities under or arising out of the Contract notwithstanding a nomination under this Special Condition 23.
- (b) Wherever this Contract prohibits the Purchaser from doing or obliges the Purchaser to do any matter or thing, the Purchaser will be deemed to have done or failed to have done that matter or thing if it is done or not done by the Nominee.
- (c) Except as expressly permitted by this Special Condition 23 the Purchaser must not, without the prior written consent of the Vendor, assign, transfer or otherwise deal with its interest in, or any rights or obligations under or arising out of, the Contract.

### 23.5 **Indemnity**

The Purchaser:

- (a) must fully and truthfully disclose (and must procure that the Nominee fully and truthfully discloses) a nomination under this Special Condition 23 to the State Revenue Office of Victoria; and
- (b) indemnifies the Vendor from and against any Claim or loss, damage or expense arising out of or in connection with a nomination under this Special Condition 23.

### 23.6 **Foreign Purchaser**

If the Nominee is or includes a person required to give notice of its intention to purchase the Property under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Purchaser warrants that the Nominee has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Property by the Nominee on the terms and conditions set out in this Contract.

## **24. Substitute Vendor**

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24.1 The Purchaser acknowledges that:

- (a) the Vendor may enter into a contract with a substitute vendor (**Substitute Vendor**) whereby the Vendor agrees to sell, transfer or dispose of its interest in the Development Land to the Substitute Vendor;
- (b) the Vendor has the right to assign its interest in this Contract to the Substitute Vendor and the Substitute Vendor is entitled to enforce all of the Vendor's rights under this Contract provided that the Substitute Vendor and the Vendor give a written notice to the Purchaser to that effect; and
- (c) the Purchaser must, if required by the Vendor or the Substitute Vendor, enter into a deed releasing the Vendor from its obligations and/or confirming its obligations to the Substitute Vendor under this Contract.

## **25. Guarantee and Indemnity**

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If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

## **26. FIRB**

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### **26.1 Warranty**

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
  - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the FIRB or any other relevant Authority; and
  - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

### **26.2 Indemnity**

If the warranty in Special Condition 26.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

### **26.3 Non merger**

This Special Condition 26 will not merge on the transfer of the Land but will continue to have full force and effect.



## **27. Default**

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### **27.1 Specific breaches**

If:

- (a) the Purchaser breaches:
  - (i) Special Condition 7.2; or
  - (ii) Special Condition 25; or
- (b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

### **27.2 If Vendor terminates**

If the Vendor terminates this Contract under Special Condition 27.1, General Condition 28.4(a) will apply as if this Contract had been terminated by notice under General Condition 28.2.

### **27.3 Time remains of the essence**

The Purchaser's obligation to pay interest under Special Condition 28.1 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

### **27.4 Other rights unaffected**

Nothing in this Special Condition 27 limits the rights of the Vendor if the Purchaser defaults under this Contract.

### **27.5 Land tax**

If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

## **28. Costs of Default**

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### **28.1 Interest on Default**

- (a) If the Purchaser does not complete this Contract by the Due Date or the Purchaser defaults in payment of any amount due under this Contract then (without prejudice to any other rights, powers or remedies of the Vendor) the Purchaser must pay interest to the Vendor on the Due Date or earlier on demand:
  - (i) calculated daily at a rate of 2% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic); and
  - (ii) on the amount overdue for the period of the default.
- (b) The Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.
- (c) This Special Condition 28 is an essential term of this Contract.

### **28.2 Payments on Default**

If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and

- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
  - (i) legal costs and disbursements (calculated on a full indemnity basis) incurred in drawing and giving the notice and any advice;
  - (ii) all additional costs incurred by the Vendor including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and
  - (iii) the payment of interest in accordance with this Contract.

### **28.3 Failure to Settle**

- (a) The Purchaser acknowledges and agrees that if the Purchaser fails to settle on the date and at the time and place settlement is due in accordance with this Contract, time being of the essence (**Settlement Default**):
  - (i) the Purchaser will be in default of this Contract;
  - (ii) the Purchaser must pay to the Vendor's Legal Practitioner an amount of \$250 (plus GST) for each and every Settlement Default; and
  - (iii) the Purchaser must pay any costs of the Vendor's mortgagee for each and every Settlement Default.

For the avoidance of doubt, the Purchaser must pay the Vendor's Legal Practitioner both of the amounts contained in Special Condition 31.3(a)(ii) and 31.3(a)(iii) for each and every Settlement Default.

## **29. Purchaser's indemnity**

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- 29.1 The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:
  - (a) breach or non-performance of this Contract by the Purchaser; or
  - (b) breach of warranty under this Contract by the Purchaser.

## **30. Additional Vendor's rights**

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### **30.1 Vendor's right not to proceed**

The Vendor may before the Election Date end this Contract by notice to the Purchaser if:

- (a) in the Vendor's opinion it has been or will be unable to enter into a sufficient number of contracts to sell lots on the Plan of Subdivision to enable the Development to proceed; or
- (b) it is unable to obtain finance for the Development on terms acceptable to it.

### **30.2 Consequences of termination**

- (a) If this Contract is terminated pursuant to Special Condition 30.1, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 30.1.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

## **31. Confidentiality**

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### **31.1 Confidentiality**

The parties acknowledge that the terms of this Contract and all information exchanged between the parties under this Contract or under negotiations preceding this Contract are confidential. A party must not (without the prior written approval of the other party) disclose such information to any person unless the disclosure is to:

- (a) the extent required by law (which includes the rules of the Australian Securities Exchange); or
- (b) a party's officers, employees, consultants, advisers or financiers as is necessary to enable the parties to perform their obligations under this Contract or to seek professional advice.

### **31.2 Public Announcements**

A party must not make any public announcement, press statement or press release concerning this Contract (other than disclosure to the extent required by law or to be made to the Australian Securities Exchange) without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed).

## **32. Purchaser as trustee**

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If the Purchaser enters into this Contract in its capacity as a trustee of any trust ("**Purchaser Trust**") then the Purchaser covenants and warrants to the Vendor that:

- (a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;
- (b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;
- (c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- (d) the Purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;
- (e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- (f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;
- (g) pending Settlement, the Purchaser will not:
  - (i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
  - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
  - (iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
  - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
  - (v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

## **33. Capacity**

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The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
- (d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

### **34. Vendor as trustee**

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- (a) In this Special Condition 34, the word "**Trust**" means Diggers Rest Trust C.
- (b) The Purchaser acknowledges and agrees that the Vendor enters into this Contract solely in its capacity as the trustee of the Trust and in no other capacity.
- (c) A liability arising under or in connection with this Contract can be enforced against the Vendor only to the extent to which it can be satisfied out of the Property of the Trust out of which the Vendor is actually indemnified for the liability.
- (d) The limitation of the Vendor's liability contained in this Special Condition 34 applies notwithstanding any other provisions of this Contract and extends to all liabilities and obligations of the Vendor in connection with this Contract.
- (e) The Purchaser may not sue the Vendor in any capacity other than as trustee of the Trust, including seeking the appointment to the Vendor of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- (f) The provisions of this Special Condition 34 will not apply to any liability or obligation of the Vendor to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the Law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Vendor's own fraud, gross negligence or breach of trust or breach of duty.

### **35. Access for Construction and Post Settlement Matters**

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- (a) The Purchaser acknowledges and agrees that:
  - (i) the Vendor may conduct marketing activities in or about the Development generally in respect to the marketing of any unsold Lots within the Development and the Purchaser grants the Vendor an irrevocable right to access the Development after the Settlement Date for those purposes;
  - (ii) the Purchaser must not make and furthermore will use its best endeavours to procure that the Owners Corporation of which the Purchaser is a member does not make, any objection or requisition or bring any claim or action, or issue, injunctive proceedings or any proceedings of any description against either the Vendor or any builder or other contractor appointed by the Vendor (**Contractor**) or any other person as a consequence of anything connected with:
    - (A) any application for a permit or approval in connection with the Development;

- (B) any continuing surveying, engineering and construction works or rectification and repair works being carried out from time to time after the Settlement Date or in the Development, the Common Property or on any Lot on the Plan and in respect to any access or use rights exercised by the Vendor or its Contractors or other person in respect of them and in respect to any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from those works and/or the Vendor's or its Contractor's exercise of their rights under this Special Condition; or
  - (C) the Vendor's marketing activities conducted from any lot on the Plan or any part of the Development after the Settlement Date involving, among other things, the placement and maintenance in any lot or lots on the Plan (except the Property) or upon the Common Property or other part of the Development, of sale signs, insignia and other fixtures and fittings for marketing purposes which the Vendor in its absolute discretion thinks fit and in respect to any access rights exercised by the Vendor in respect of those activities and any inconvenience that may result from those activities;
- (iii) the Vendor intends using or may in the future decide to use a lot for the marketing and selling of any unsold lots on the Plan and the Purchaser hereby consents thereto;
  - (iv) the Vendor or its Contractors may need access to the Property or to the Development after the Settlement Date to carry out rectification and repair works to the Development or to the Property or to another lot on the Plan or to carry out rectification or repair works, or for surveying, engineering and construction works and the Purchaser hereby grants to the Vendor, its servants or agents and its Contractors an irrevocable right of access to the Property and the Development after the Settlement Date for those purposes.

## **36. Subject to finance**

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### **36.1 Application**

This Special Condition 36 only applies if the "Loan" section has been completed in the Particulars of Sale.

### **36.2 Definition**

In this Special Condition 36:

- (a) **"Approval Date"** means the approval date specified in the "Loan" of the Particulars of Sale;
- (b) **"Loan"** means a loan for not less than the Loan Amount for the purchase of the Property from a bank licensed to conduct banking business in Australia; and
- (c) **"Loan Amount"** means the loan amount specified in the "Loan" of the Particulars of Sale.

### **36.3 Purchaser's Obligations**

The Purchaser must:

- (a) apply for the Loan before, or within 2 Business Days after, the Day of Sale (time being of the essence);
- (b) do everything reasonably required to obtain approval of the Loan prior to the Approval Date;
- (c) keep the Vendor and the Vendor's Legal Practitioner informed of the progress of the Loan application; and
- (d) if the Loan application is refused or has not been approved on or before the Approval Date, promptly obtain and deliver to the Vendor and the Vendor's Legal Practitioner a copy of the letter signed by its lender stating why the Loan application was refused.

### **36.4 Non-satisfaction of condition**

- (a) If the Loan is not approved on or before the Approval Date (time being of the essence) and the Purchaser is not and has not been in default under this Contract, the Purchaser may end this Contract by giving written notice and a copy of the letter required by Special Condition 36.3(d) to the Vendor by 5.00pm on the day after the Approval Date (time being of the essence).
- (b) If the Purchaser validly terminates this Contract under Special Condition 36.4(a):
  - (i) the Vendor will refund the Deposit paid by the Purchaser to the Purchaser; and
  - (ii) neither party shall have any claim against the other except for any antecedent breach of this Contract.

### 36.5 Waiver

If the Purchaser does not end this Contract within the time specified in Special Condition 36.4(a) (time being of the essence), the Purchaser is taken to have waived this condition.

## 37. Entire Contract

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### 37.1 Acknowledgment

The Purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

- (a) the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner, including in relation to:
  - (i) any present use of the Property or any use to which the Property may be put or the fitness of the Property for any lawful purpose;
  - (ii) compliance with any Laws affecting the Property;
  - (iii) any development or subdivision which may be undertaken on or in relation the Property;
  - (iv) the existence or non-existence of any Contamination of the Property;
  - (v) the amenity or neighbourhood in which the Property is located; or
  - (vi) any financial return or income that may be derived from the Property;
- (b) no information, representation or warranty (express or implied) provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation or warranty has in fact been relied upon;
- (c) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property, including in relation to those matters referred in Special Condition 37.1(a);
- (d) to the extent permitted by law, the Vendor is not liable to the Purchaser as a result of or in connection with any information, representation or warranty having been provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner; and
- (e) the Purchaser may not make any Claim by reason of any matter, thing or liability arising from:
  - (i) any actual or alleged representation or warranty by any person;
  - (ii) any actual or alleged agreement or understanding not embodied in this Contract; and
  - (iii) any actual or alleged agreement with an owner of an adjoining property,

in relation to anything concerning the Property.

### 37.2 **Entire Agreement**

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

## **38. General**

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### 38.1 **Applicable Law**

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

### 38.2 **Waiver**

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

### 38.3 **Severance**

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

### 38.4 **Co-operation**

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it, and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

### 38.5 **Continuing Obligations**

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

### 38.6 **Indemnities**

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

### 38.7 **Amendment**

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

### 38.8 **Notices**

- (a) A notice may be served by being sent by fax to the fax number of a party or that party's solicitors specified in this Contract or last notified to the sender.
- (b) A notice may be signed by a party or a party's officer, legal representative or attorney.
- (c) A demand, notice or document will be considered received from a party:
  - (i) if delivered, on delivery;

- (ii) if sent by pre-paid post, 2 Business Days after posting (if posted within Australia to an address in Australia) or 7 Business Days after posting (if posted to or from a place outside Australia); and
  - (iii) sent by fax, when the transmitting machine produces a written report that the notice has been sent in full.
- (d) If a notice is delivered or received by fax on a day that is not a Business Day or after 5pm on a Business Day, the notice will be considered delivered or received on the next Business Day.

### 38.9 Attorneys and Authorised Representatives

- (a) Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
- (b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

### 38.10 Counterparts

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

### 38.11 Electronic delivery

If a party delivers an executed counterpart of this Contract or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means:

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not effect the validity or effectiveness of the Relevant Document.

### 38.12 Rule of Construction

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

## 39. Digital Duties Form and SRO Settlement Statement

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### 39.1 Definitions

In this Special Condition 39:

**DDF** means the online form called "Digital Duties Form" generated from the SRO website.

**Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.

**SRO** means the State Revenue Office of Victoria.

**SRO Settlement Statement** means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

### 39.2 Vendor's obligations

The Vendor must:



- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 39.3 sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

### 39.3 **Purchaser's obligations**

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so;
- (a) prior to Settlement:
  - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
  - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract; and
- (e) not make or require any changes to the DDF except as requested by the Vendor or the Vendor's Legal Practitioner less than 2 business days prior to the due date.

### 39.4 **No Objection**

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

### 39.5 **Settlement if not an electronic conveyance**

- (a) This Special Condition 39.5 only applies if settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) Subject to the Vendor complying with Special Condition 39.2:
  - (i) Settlement is not conditional upon:
    - (A) the Purchaser signing or approving a DDF; or
    - (B) production of an SRO Settlement Statement; and
  - (ii) the Purchaser may not Object if:

- (A) the DDF is not completed prior to Settlement or at all; or
- (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

**39.6 Settlement if an electronic conveyance**

- (a) This Special Condition 39.6 only applies if Special Condition 39.5 does not apply.
- (b) Special Condition 39.3 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 39.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

**39.7 Breach of Purchaser's obligations**

Without prejudice to the Vendor's other rights in this Contract, if the Purchaser breaches any of its obligations in Special Condition 39.3, the Purchaser must pay the Vendor's reasonable legal costs incurred as a result of the breach, which the parties agree is \$150.00 plus GST for each and every breach and which may be charged on multiple occasions by the Vendor's Legal Practitioner in the event of multiple breaches by the Purchaser.

**39.8 General Condition 10.1**

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 10.1(b)(i) (as that General Condition is amended by Special Condition 2.1(c)).

**40. GST Withholding**

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**40.1 Definitions**

In this Special Condition 40:

**Commissioner** means the Commissioner of Taxation.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Withholding Amount** means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

**Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**40.2 Interpretation**

In this Special Condition 40, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

**40.3 Vendor's Notice**

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 40.3(a):

- (i) the name and ABN of the Vendor;
- (ii) the GST Withholding Amount;
- (iii) when the GST Withholding Amount is required to be paid;
- (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
- (v) any other information required by law.

#### 40.4 **Withholding**

- (a) This Special Condition 40.4 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) For the purposes of General Condition 11, the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:
  - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
  - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 40.4(b) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

#### 40.5 **No Effect on Other Terms**

Except as expressly set out in this Special Condition 40, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme to the supply of the Property.

#### 40.6 **Other Information**

If the Property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act); and
- (b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

### **41. Introduction Fee**

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- (a) The Purchaser acknowledges and agree that the Vendor may:
  - (i) enter into service or referral agreements or arrangements with third parties (including without limitation with any building practitioners) that relate to the Property; and/or
  - (ii) pay a fee or incentive to, or receive a fee or incentive from, third parties (including building practitioners), under any such service or referral agreements or any other arrangements.
- (b) The Purchaser must not make any Claim with respect to any matter referred to in this Special Condition 41.

## 42. Exclusion from promotions

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- (a) For the purposes of this Special Condition 42, the words "**Promotional Offer**" means any package, voucher or other offer made available to purchasers who proceed with a purchase of a property within the Development.
- (b) The Purchaser acknowledges and agrees that at no time was a Promotional Offer made available to the Purchaser as a result of the Purchaser's purchase or acquisition of the Property or entry into this Contract.
- (c) The Purchaser acknowledges and agrees that notwithstanding any Promotional Offer advertised or made available at any time, the Purchaser is not entitled to claim or redeem any Promotional Offer.

## 43. Electronic Conveyancing

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### 43.1 Electronic Conveyancing (Adoption of National Law) Act

In this Special Condition 41 all references and defined terms correlate with the *Electronic Conveyancing (Adoption of National Law) Act 2013*.

### 43.2 Application of Special Condition

This Special Condition 41 has priority over any other provision to the extent of any inconsistency. This Special Condition applies if this Contract specifies, or the parties subsequently agree in writing, that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

### 43.3 Agreement

- (a) Each party must:
  - (i) be, or engage a representative who is a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (b) The Vendor must open the Electronic Workspace ('**workspace**') as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (c) The Vendor must nominate a time of the day for locking of the workspace at least 2 Business Days before the due date for Settlement.
- (d) Settlement occurs when the workspace records that:
  - (i) the exchange of funds or value between the financial institutions in accordance with the instructions of the parties has occurred; and
  - (ii) the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

## Annexure A – Guarantee and Indemnity

In consideration of the Vendor named and described in the Schedule annexed hereto entering into the Contract with the Purchaser named and described in the Schedule the party described as the Guarantor in the Schedule hereto (**Guarantor**) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
  - (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
  - (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
  - (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
4. The indemnity in clause 3:
  - (a) is in addition to and separate from the guarantee in clause 1; and
  - (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
5. The Guarantor must pay the Vendor the amount owing under the indemnity in clause 3 on demand by the Vendor.
6. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
8. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.
9. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

10. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
11. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.
12. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

SCHEDULE

Vendor: **Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Diggers Rest Trust C**

Purchaser:

Property: **Lot \_\_\_\_\_ on proposed Plan of Subdivision PS 836033X, Diggers Rest - Coimadai Road, Diggers Rest, Victoria 3427**

Guarantor:

EXECUTED by the Guarantors this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signed Sealed and Delivered** by \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of: \_\_\_\_\_ )

.....  
 Signature of Witness

.....  
 Signature of \_\_\_\_\_

.....  
 (Print) Name of Witness

.....  
 Address

**Signed Sealed and Delivered** by \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of: \_\_\_\_\_ )

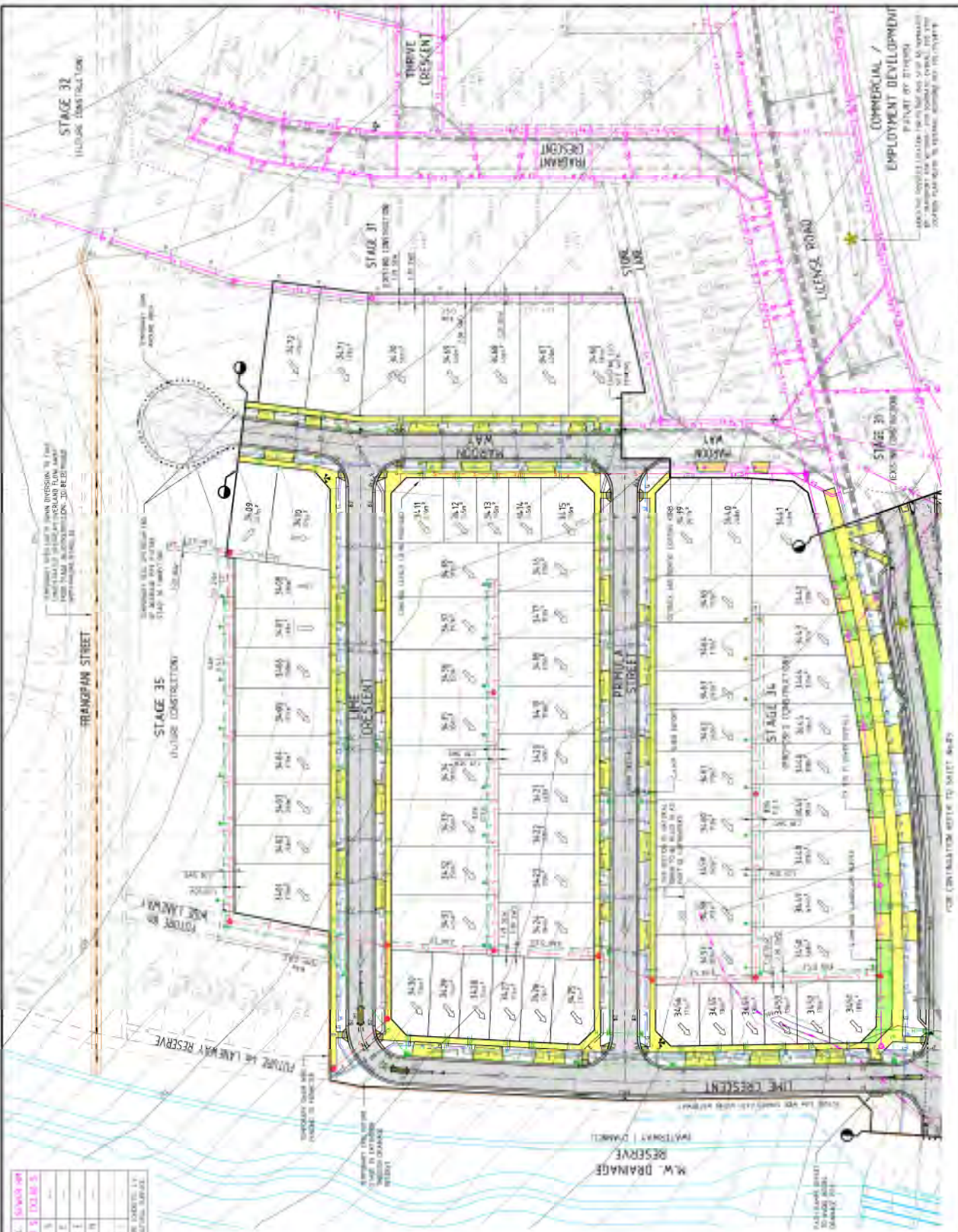
.....  
 Signature of Witness

.....  
 Signature of \_\_\_\_\_

.....  
 (Print) Name of Witness

.....  
 Address

## **Annexure B – Plan of Surface Level Works**



**AVID PROPERTY GROUP**  
**PARCEL C - STAGE 34**  
**146 DOUGLAS WEST-COMMUN ROAD, DOUGLAS WEST, VIC 3177**  
**DETAIL PLAN**  
**SHEET 1 OF 2**  
 Drawing No. 10688-34-001 - Plan B  
 Prepared by: **FUNCTIONAL**  
 © Functional Consulting Engineers Pty Ltd

**DALTON CONSULTING ENGINEERS**  
 401 WILSON ROAD  
 DOUGLAS AVE  
 DOUGLAS VIC 3177  
 Tel: 03 9501 3000  
 Fax: 03 9501 3000  
 Email: info@dalton.com.au

**AVID**  
 Project 10688

Scale: 1:500  
 Date: 01/10/2023

Coordinates: GDA 2011  
 Datum: GDA 2011  
 Units: Meters

**LEGEND**

- POSTING WATER MAIN
- POSTING GAS MAIN
- POSTING ELECTRICAL TRUNK
- POSTING TELECOM (CABLE AND FIBRE)
- POSTING TELECOM (CABLE AND FIBRE) - UNDERGROUND
- POSTING TELECOM (CABLE AND FIBRE) - OVERGROUND
- POSTING TELECOM (CABLE AND FIBRE) - OVERGROUND - CROSSING ROAD
- POSTING TELECOM (CABLE AND FIBRE) - OVERGROUND - CROSSING ROAD - UNDERGROUND
- POSTING TELECOM (CABLE AND FIBRE) - OVERGROUND - CROSSING ROAD - UNDERGROUND - CROSSING ROAD
- POSTING TELECOM (CABLE AND FIBRE) - OVERGROUND - CROSSING ROAD - UNDERGROUND - CROSSING ROAD - UNDERGROUND - CROSSING ROAD - UNDERGROUND - CROSSING ROAD

**STAGE 34 - ROAD PAVEMENT CLASSIFICATION**

STREET NAME	CLASS	VOLUME TRAFFIC	REPORT TYPE
FRANKLIN STREET	CONCRETE STREET	1000	4
LINE DORE STREET	CONCRETE STREET	1000	4
PREMIA STREET	CONCRETE STREET	1000	4
STAGE 34	CONCRETE STREET	1000	4

**NOT TO BE USED FOR CONSTRUCTION**

**REVISIONS**

NO.	DESCRIPTION	DATE	BY	CHKD
1	ISSUED FOR PERMIT	01/10/2023	FUNCTIONAL	FUNCTIONAL
2	ISSUED FOR PERMIT	01/10/2023	FUNCTIONAL	FUNCTIONAL

STREET NAME	SEWER	GAS	WATER	MAIN	ELEC.	TELECOM
FRANKLIN STREET	1000	1000	1000	1000	1000	1000
LINE DORE STREET	1000	1000	1000	1000	1000	1000
PREMIA STREET	1000	1000	1000	1000	1000	1000
STAGE 34	1000	1000	1000	1000	1000	1000

**STAGE 34 - ROAD PAVEMENT CLASSIFICATION**

CLASSIFICATION: CONCRETE STREET

TRAFFIC VOLUME: 1000

REPORT TYPE: 4

**LANDSCAPING NOTES**

- ALL PLANTING TO BE INSTALLED WITHIN THE SPECIFIED TIME FRAME.
- ALL PLANTING TO BE INSTALLED WITHIN THE SPECIFIED TIME FRAME.
- ALL PLANTING TO BE INSTALLED WITHIN THE SPECIFIED TIME FRAME.

**CONTRACTOR INFORMATION**

**FUNCTIONAL CONSULTING ENGINEERS**

401 WILSON ROAD  
 DOUGLAS AVE  
 DOUGLAS VIC 3177  
 Tel: 03 9501 3000  
 Fax: 03 9501 3000  
 Email: info@dalton.com.au

**REFERENCE**

- AS/NZS 1546:2012 - ROAD PAVEMENT CLASSIFICATION
- AS/NZS 1546:2012 - ROAD PAVEMENT CLASSIFICATION
- AS/NZS 1546:2012 - ROAD PAVEMENT CLASSIFICATION

**STAGE 34 - ROAD PAVEMENT CLASSIFICATION**

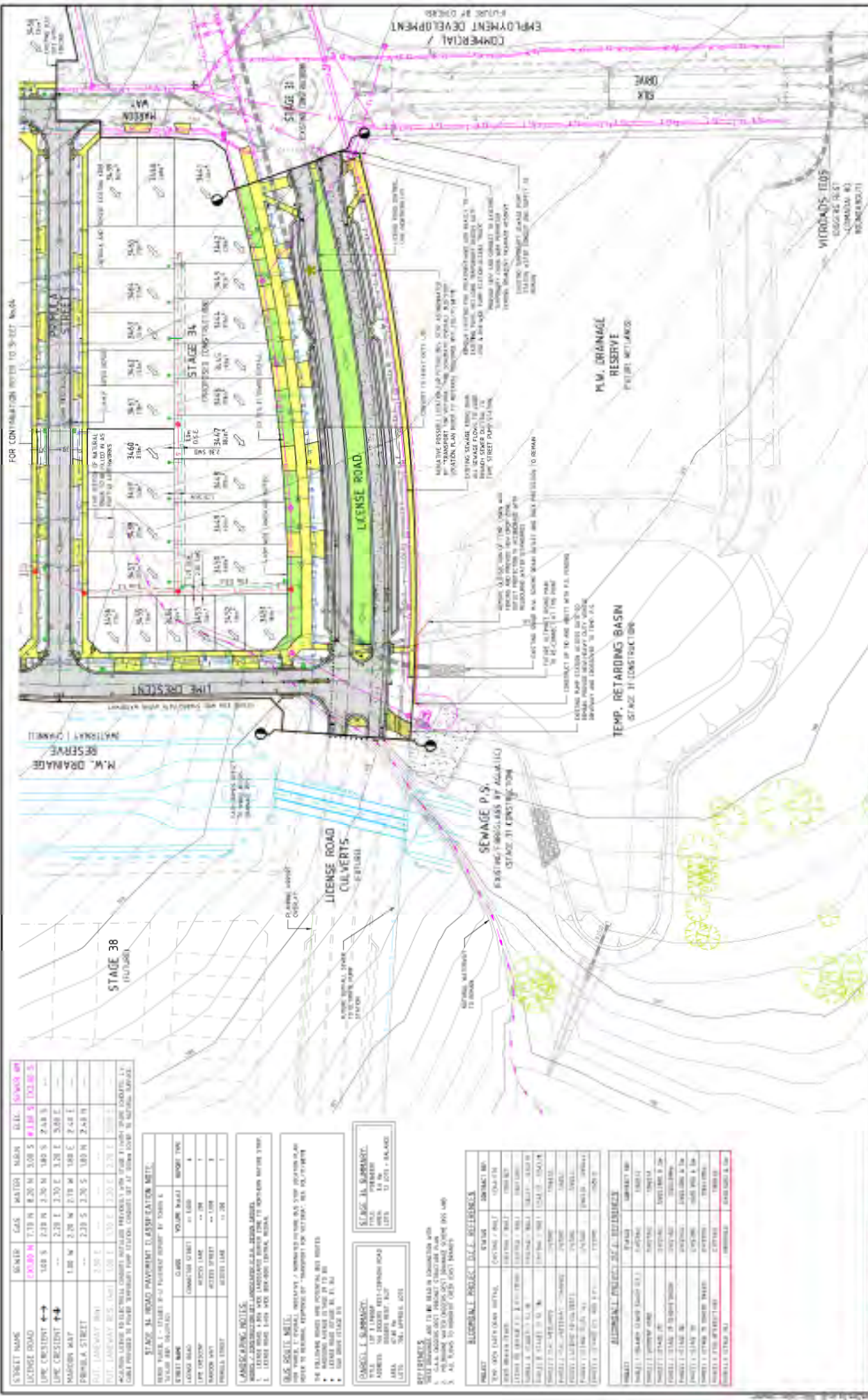
STREET NAME	CLASS	VOLUME TRAFFIC	REPORT TYPE
FRANKLIN STREET	CONCRETE STREET	1000	4
LINE DORE STREET	CONCRETE STREET	1000	4
PREMIA STREET	CONCRETE STREET	1000	4
STAGE 34	CONCRETE STREET	1000	4

**NOT TO BE USED FOR CONSTRUCTION**

**REVISIONS**

NO.	DESCRIPTION	DATE	BY	CHKD
1	ISSUED FOR PERMIT	01/10/2023	FUNCTIONAL	FUNCTIONAL
2	ISSUED FOR PERMIT	01/10/2023	FUNCTIONAL	FUNCTIONAL





**NOT TO BE USED FOR CONSTRUCTION**

**LEGEND:**

- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING ELECTRICAL TRUNK
- EXISTING SEWER MAIN (AS SHOWN)
- EXISTING TELECOM (CABLE AND FIBER)
- EXISTING ELEC. POLE & CROSS ARM
- PROPOSED WATER MAIN
- PROPOSED GAS MAIN
- PROPOSED ELECTRICAL TRUNK
- PROPOSED SEWER MAIN (AS SHOWN)
- PROPOSED TELECOM (CABLE AND FIBER)
- PROPOSED ELEC. POLE & CROSS ARM
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRASS
- PROPOSED LANDSCAPING

**SCALE:** 1" = 100'

**DATE:** 10/15/2024

**PROJECT:** AVID PROPERTY GROUP  
PARCEL C - STAGE 31  
HARDING WEST-COMMUN ROAD, PROGRESS ROAD, JET  
DETAIL PLAN  
SHEET # OF 02

**DESIGNER:** DALTON CONSULTING ENGINEERS  
100 MILLER ROAD  
SUITE 100  
MILFORD, ONTARIO  
L4M 1G4  
TEL: 905.477.1111  
WWW.DALTON-CE.COM

**CLIENT:** AVID PROPERTY GROUP  
10000 JARDINE, PHASE B  
SUITE 100  
MILFORD, ONTARIO  
L4M 1G4  
TEL: 905.477.1111  
WWW.AVIDPROPERTIES.COM

**APPROVED:** [Signature]

**DATE:** 10/15/2024

STREET NAME	BEWER	GAS	WATER	MAIN	ELEC.	SEWER	UP
LICENSE ROAD	10.00 W	12.00 W	8.20 W	3.00 S	2.10 S	2.10 S	10.00 S
LIVE CREST	4.00 W	2.00 W	2.30 W	1.80 S	2.40 S	2.40 S	4.00 S
LIVE CREST	4.00 W	2.00 W	2.30 W	1.80 S	2.40 S	2.40 S	4.00 S
MADISON AVE	1.00 W	2.00 W	2.10 W	1.80 S	2.40 S	2.40 S	1.00 S
PERNELL STREET	1.00 W	2.00 W	2.30 W	1.80 S	2.40 S	2.40 S	1.00 S
WATERWAY	1.00 W	2.00 W	2.30 W	1.80 S	2.40 S	2.40 S	1.00 S

**STAGE 31 ROAD PAVEMENT D. ASHLETON DET.**

STREET NAME	CLAS.	VOLUME	HAZ.	REPORT	TYPE
LICENSE ROAD	CONCRETE	10.00 W	1.80 S	4	1
LIVE CREST	CONCRETE	4.00 W	2.40 S	4	1
MADISON AVE	CONCRETE	1.00 W	2.40 S	4	1
PERNELL STREET	CONCRETE	1.00 W	2.40 S	4	1
WATERWAY	CONCRETE	1.00 W	2.40 S	4	1

**BLK. 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 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## **Annexure C - Design Guidelines**

# Bloomdale

by AVID Property Group

## *Home Design Guidelines*

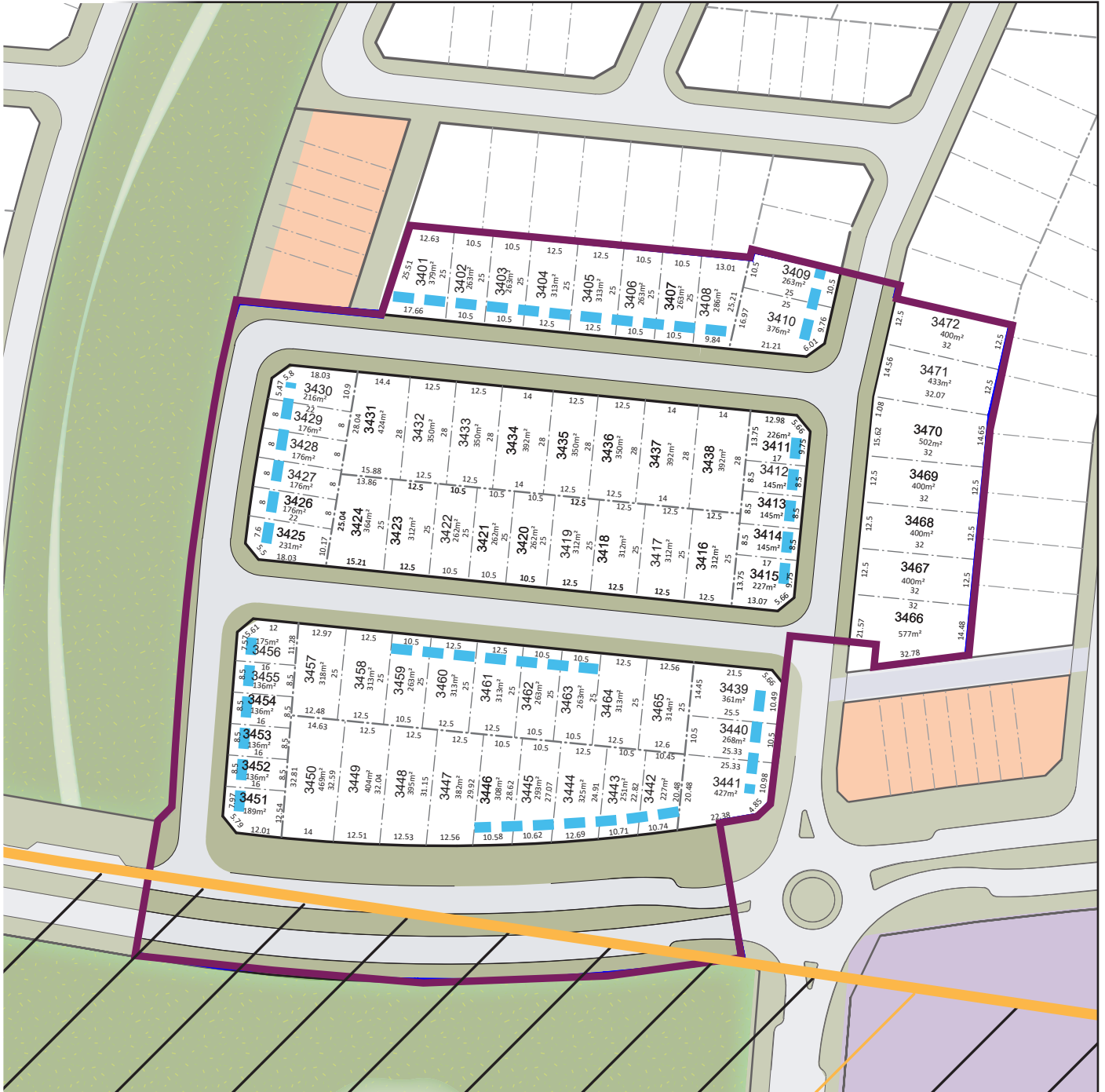
*Stage 34 - December 2019*



*Life in full BLOOM*

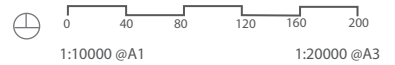
# ILLUSTRATIVE MASTER PLAN OF BLOOMDALE





LEGEND

- Stage 34
- Land lots
- Lots with reduced setback



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# 01 Introduction

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Bloomdale, Diggers Rest is a vast new residential development designed to create an exceptional living environment for all residents. Residents will be provided with a host of desirable and functional services, with a focus on quality of lifestyle.

The Bloomdale master plan has been developed as a specific response to its natural environment, with the intent of nurturing a cohesive neighbourhood and promoting the needs of its community. Ranging in lot size, the Bloomdale master plan is delivering in excess of 1650 lots in a community based environment.

In addition to the natural attributes offered at Bloomdale, master planning will also cater for an architecturally designed activity centre. Proposed to be centrally positioned, this facility will form the hub for many community based activities and reflect the progressive architectural principles of design which will be encouraged and reflected throughout the entire community.

## 1.1 DESIGN GUIDELINES

These Design Guidelines apply to all residential lots approved under Melton Planning Permit No. PA2017/5553 that are within stage 34, and do not apply to any medium density development sites created under that permit requiring a separate planning permit.

The Design Guidelines have been prepared to assist Land or Home Owners, Designers and Builders by guiding the design of the built environment within Bloomdale. These Design Guidelines present a series of measures designed to protect the design integrity of Bloomdale and ensure a high standard of innovative, contemporary and environmentally compatible design that will support the value of the investment in your home.

The Design Guidelines will also support the creation of the character of the neighbourhood, and to achieve an appropriate level of quality for housing and streetscape development at Bloomdale.

These Design Guidelines may be amended on occasions at the developer's discretion, subject to Melton City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

All care has been taken to ensure that the Design Guidelines comply with current building legislation. However, the Land or Home Owner is responsible for ensuring compliance with all statutory requirements.

Land or Home Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.

## 1.2 DESIGN APPLICATION AND APPROVAL PROCESS

The siting and design of homes at Bloomdale is to be approved by The Bloomdale Building and Design Approval Committee (BBDAC). Approval by the BBDAC is required before applying for a building permit for the construction of a new dwelling.

Approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or Melton Planning Scheme. The BBDAC also reserves the right to approve applications based on architectural merit. It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

The BBDAC Approval application form and checklist is included as an Appendix to this document. Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

The BBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The BBDAC may also offer suggestions intended to improve designs.

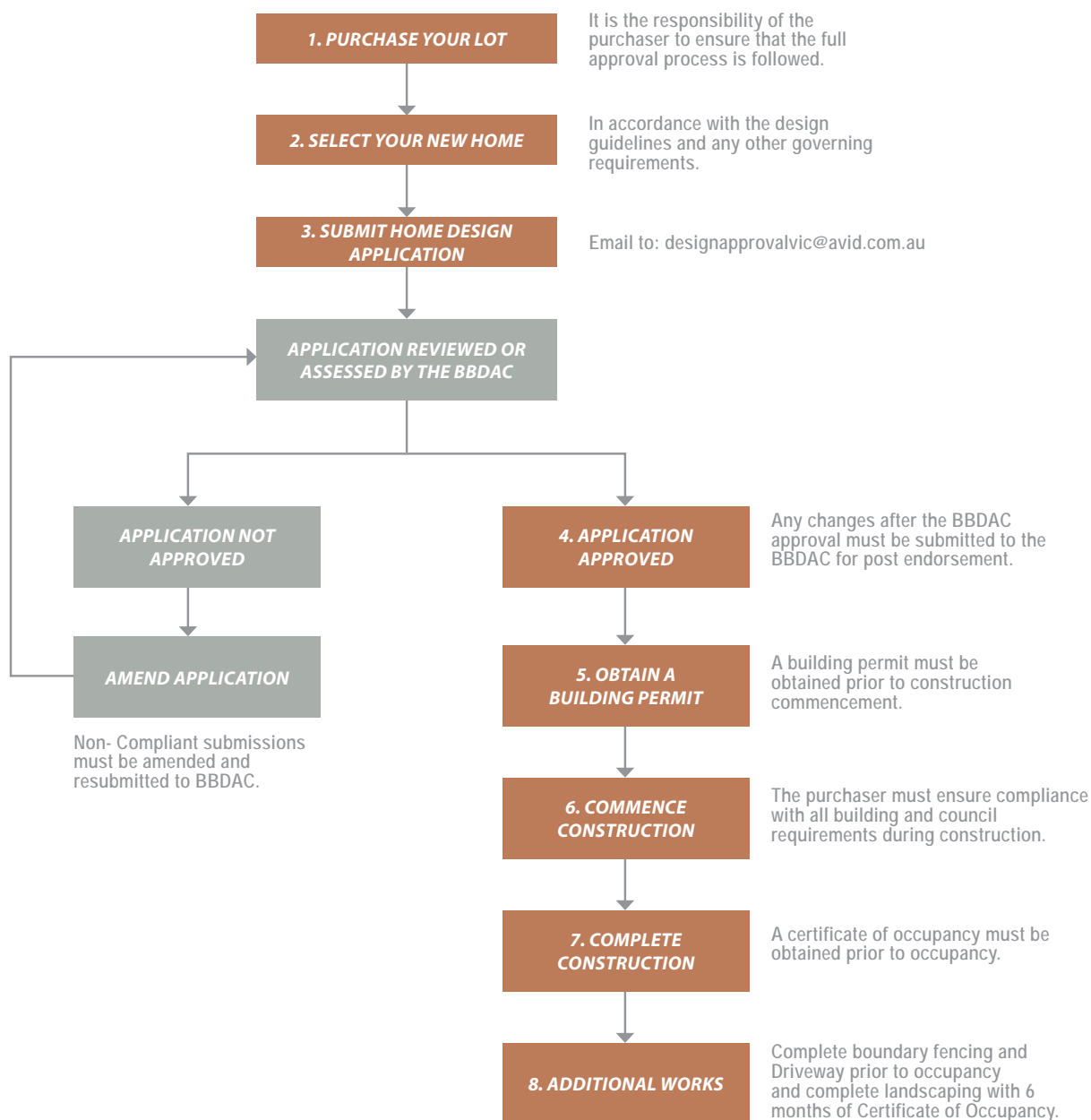
If the design submission does not comply with the Design Guidelines, the BBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the BBDAC. The BBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained an application for a building permit may be lodged with the City of Melton or an accredited building surveyor.

Email to: [designapprovalvic@avid.com.au](mailto:designapprovalvic@avid.com.au)



## STEPS IN THE DESIGN APPLICATION AND APPROVAL PROCESS



### 1.3 MEDIUM AND HIGH DENSITY LOTS

The requirements contained in these design guidelines do not cover integrated development sites that require a separate planning permit from Council. Prior to a planning application being lodged with Council for the development of an integrated site, the plans must be assessed and approved by the BBDAC.

### 1.4 PLANNING PERMIT

A planning permit is not required to construct or extend one dwelling on a lot with an area less than 300m<sup>2</sup> where:

- the lot is identified as a lot where the provisions of the Small Lot Housing Code apply, via a restriction on title.
- the dwelling is constructed or extended in compliance with the building envelope.

Lots with an area of 300m<sup>2</sup> or less which do not comply with the building envelope defined in the Small Lot Housing Code, or any other requirements of the Small Lot Housing Code are required to obtain a planning permit from Melton City Council prior to obtaining a Building Permit. These lots must also comply with the relevant requirements of these design guidelines and obtain approval from the BBDAC before applying for a Planning Permit.

For information on how to apply for a Planning Permit, please refer to the Council's website ([www.melton.vic.gov.au](http://www.melton.vic.gov.au)) or contact the Council's Planning Department on 9747 7200.

### 1.5 COVENANTS

These Design Guidelines are registered on the property Title as a Memorandum of Common Provisions (MCP) referred to by a restrictive covenant.

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or the MCP, the Plan of Subdivision or the MCP will prevail.

### 1.6 STATUTORY OBLIGATIONS

Together with the Design Guidelines and Covenants, it will be the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Code, Rescode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

## 02 Dwelling Design

### 2.1 DWELLINGS

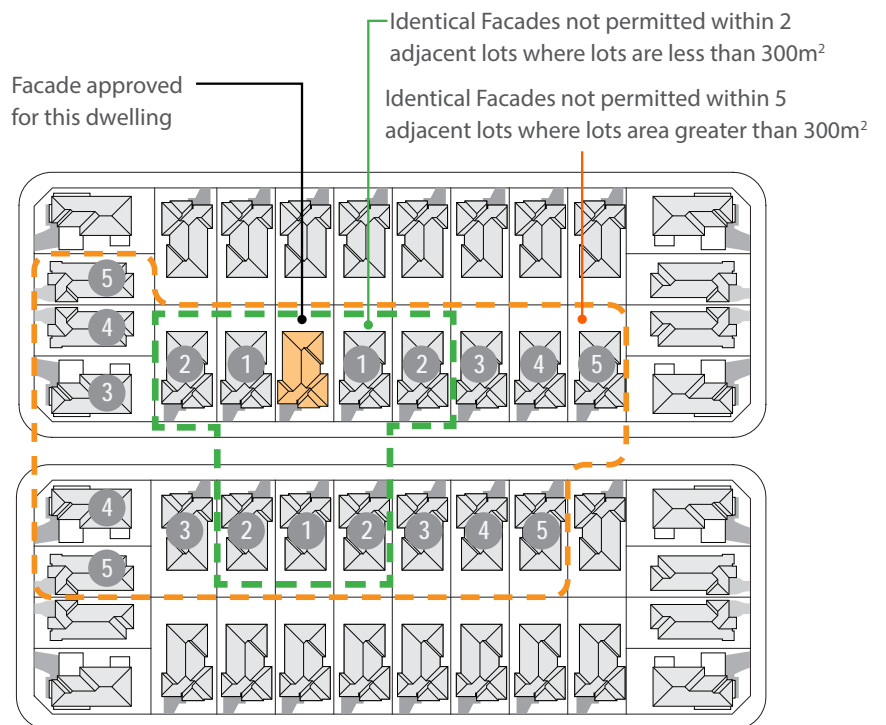
Only one dwelling is permitted per property for lots under 600m<sup>2</sup>.

On a lot greater than 600m<sup>2</sup>, an additional dwelling is subject to approval from the BBDAC and City of Melton and may be considered for:

- (a) A dependant persons unit on lots greater than 600m<sup>2</sup>;
- (b) Corner lots and
- (c) Lots identified as medium density or integrated housing sites.

No further subdivision is permitted without the written approval of the BBDAC.

### 2.2 IDENTICAL FAÇADE ASSESSMENT



Example of non compliance facades, identical facades too close together

In order to uphold the integrity of all new homes, 2 dwellings with identical façades must not be built within 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

On lots less than 300m<sup>2</sup>, 2 dwellings with identical façades must not be built within 2 contiguous lot spaces of the original lot. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical façade.

This provision does not apply to medium density housing sites, or integrated development sites.

## 2.3 ARCHITECTURAL CHARACTERISTICS

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Bloomdale.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required.

Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.



*Feature Windows*



*Articulated building forms*



*Porticos/Verandahs*



*Facade detailing with contemporary awnings*



*Roof features*

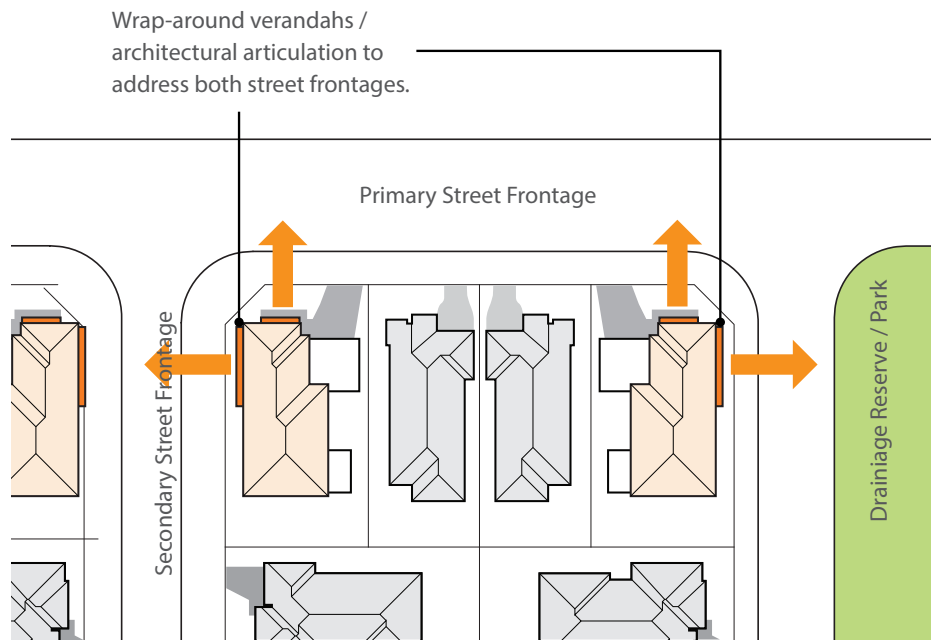


*Complementary building materials*

## 2.4.1 CORNER LOT CHARACTERISTICS



Examples of single and double storey houses on corner lots that address both street frontages with well-articulated architectural elements, such as the verandahs and windows. Double-storey dwellings also utilise a variation of building material on both facades breaking down the scale of the building.



Dwellings constructed on corner blocks and on lots that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

In addition to incorporating a habitable room window of a similar proportion as the front of the dwelling, one or more of the following building elements must be incorporated into the design and wrap around from the front to the side as a corner feature:

- Verandah, pergola or balcony;
- Articulated feature walls;
- Roof features;
- Materials used on the front facade continuing around to the secondary street frontage to the length of 3m or one room (whichever is greater).

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the BBDAC to determine acceptable corner treatment for each corner lot submission.

Entries and/or garages facing the secondary street frontage may be considered by the BBDAC where they are located adjoining open space and linear pedestrian open space links.



Example of non compliant treatment, no articulation or addressing open space.

## 2.4.2 CORNER LOT CHARACTERISTICS (LOTS SIDING LINEAR RESERVE)

Lots with side abuttal to a linear reserve will be classified as a corner lot and the requirements at section 2.4.1 will apply.

## 2.5 PORCHES & ENTRIES

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the edge of the facade. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.



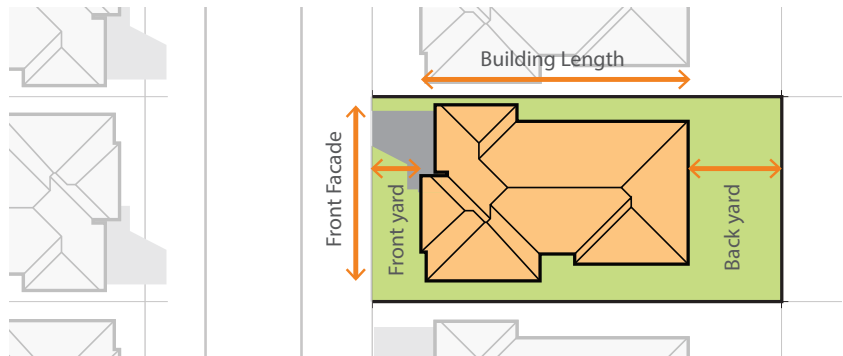
*Example of compliant treatment for facade, entry made a feature.*



*Example of non compliant treatment for porches and entries, no features.*

## 2.6 DWELLING SIZE

The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

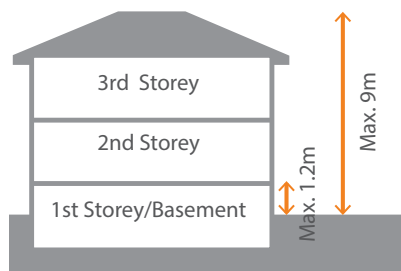


## 2.7 BUILDING HEIGHTS

Maximum building heights should generally accord with Rescode requirements.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the BBDAC but is not encouraged.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.



## 2.8 ROOFS

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22 degrees while skillion and accent sections may have a minimum pitch of 16 degrees.

Eaves with a minimum overhang of 450mm must be incorporated into dwelling facades where they:

- face any street,
- face a reserve, and
- all faces of the dwelling (for double storey dwellings).

On single-storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or Colorbond®. Other non-reflective materials may be considered for review by the BBDAC.



*Example of skillion roof*



*Example of eaves that overhang the dwelling facades that face the street*



*Example of non compliant treatment no eaves*



## 2.9 GARAGES

A lockup garage for two vehicles must be provided on all properties with frontages greater than 12.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for lots with a street frontage of 12.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where located at the front of a dwelling, garage doors or openings must occupy less than 50% of the width of the lot's street frontage. Garage doors may not exceed 6.0m in width.

On two-storey dwellings with garages that exceed 40% of the lot frontage, balconies or windows above the garage are required.

For lots with frontages less than 8.5m that are not rear-loaded, refer to the requirements of the Small Lot Housing Code incorporated into the Melton Planning Scheme.

Refer to Section 03 Streetscape and Siting section for garage setback requirements.



*Example of compliant treatment for garage, integrated into, and complements built form character.*



*Example of non compliant treatment for garage, set forward from the main built form.*



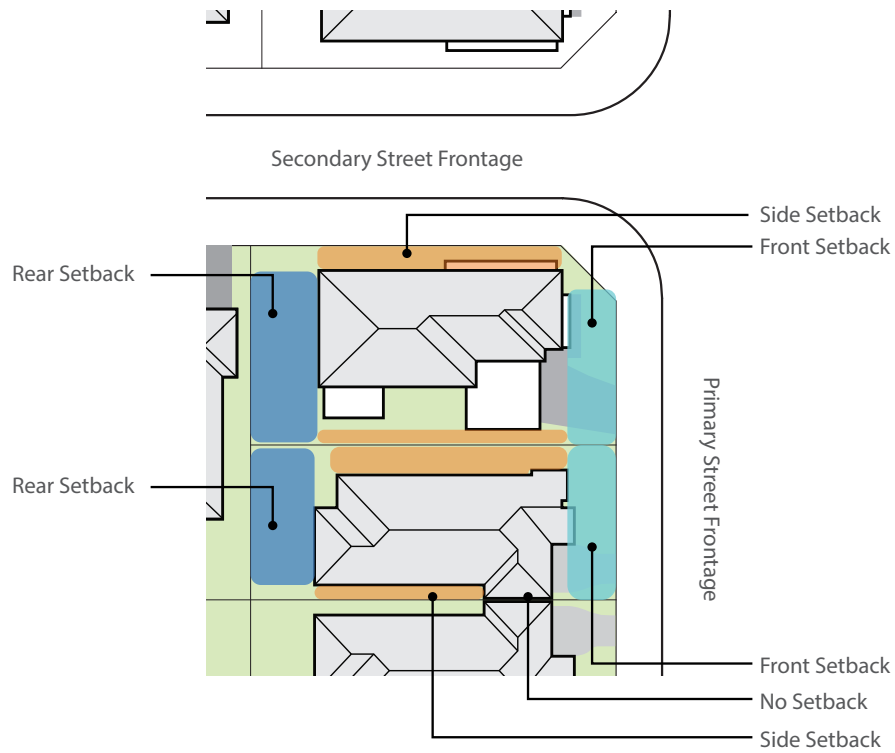
*Example of compliant treatment for garage with slimline door.*

## 03 STREETScape AND SITING

### 3.1 BUILDING ENVELOPES

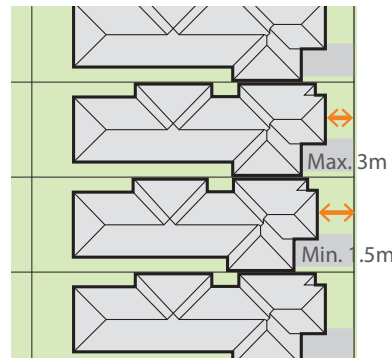
If a building envelope is shown on a plan of subdivision or within a Memorandum of Common Provisions it must be adhered to.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the BBDAC.

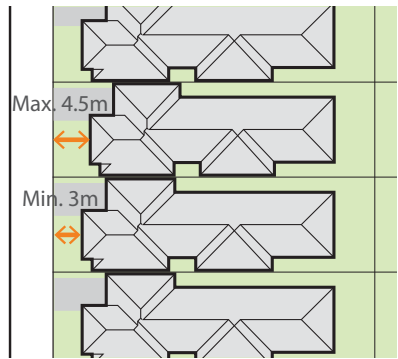


### 3.2 SMALL LOT SETBACKS

Type B Small Lots



Type A Small Lots



Small Lots are lots with an area less than 300m<sup>2</sup>.

The setbacks for all dwellings garages and encroachments into setbacks must be in accordance with Small Lot House Code.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

On corner lots, garages may face the secondary street frontage, however, the secondary façade must demonstrate articulation.

Other lots where a 3.0m front setback can be applied include lots 3401, 3404, 3405, 3410, 3439, 3441, 3444, 3446, 3460 and 3461.

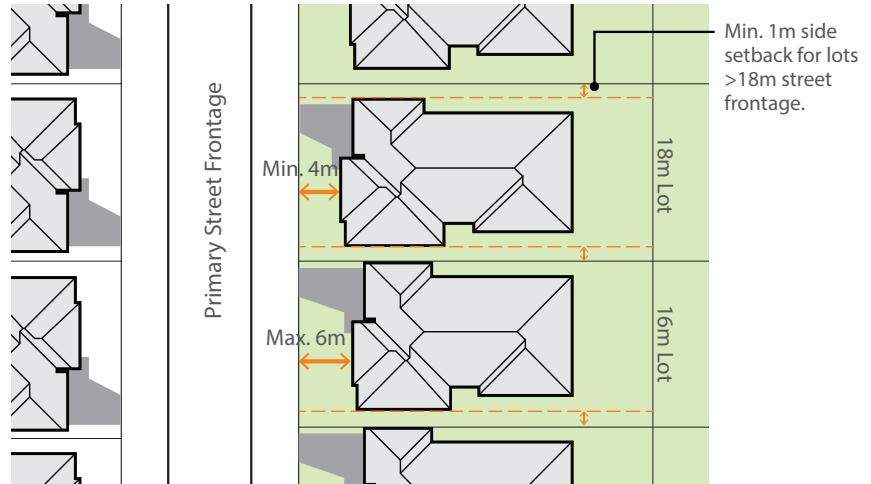


*Example of compliant treatment for small lot setbacks, overlooking open space.*



*Example of non compliant treatment, no setback.*

### 3.3 STANDARD LOT SETBACKS



*Double storey dwelling with garage incorporating 1.5m covered verandah/balcony, hence not requiring setback between the front wall and garage.*

Standard lots are lots that are greater than 300sqm in area.

With the exception of lots 3401, 3404, 3405, 3410, 3439, 3441, 3444, 3446, 3460 and 3461 all dwellings on standard lots must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Garages located on the main street frontage must be setback a minimum 4.9 metres from the front boundary and a minimum of 5.6m behind the main façade of the dwelling.

Double-storey homes which incorporate a minimum width 1.5m covered verandah/balcony to the first floor for at least 40% of the home width do not require the setback between the front wall and garage.

Garages may be built on side boundaries in accordance with Rescode and/or any other governing authority requirements.

Double-storey dwellings must be setback from side boundaries in accordance with Rescode and/or any other governing authority requirements.

All other setbacks must be in accordance with Rescode and/or any other governing authority requirements.

Eaves, facias, gutters, chimneys, flue pipes, water tanks and heating or cooling or other services may encroach no more than 0.5m into the setback around the whole dwelling excluding garage walls on the boundary.

These requirements may be varied with the written approval of the BBDAC and City of Melton.



*Garage setback from street frontages and behind front wall of the home.*

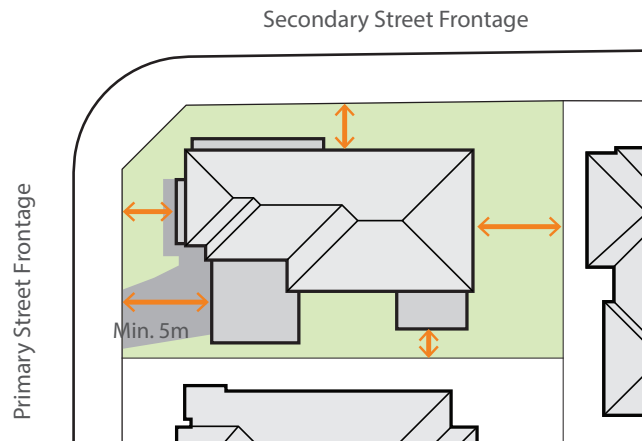
### 3.4 STANDARD CORNER LOT SETBACKS

Where applicable, standard corner lots must comply with the setback requirements listed in Section 3.3, as well as the following.

Setbacks from the secondary street frontage must comply with Rescode and/or any other governing authority requirements.

Where facing the secondary street frontage, the garage must be setback a minimum of 5m from the secondary street frontage.

An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement.



*Example of compliant standard lot corner treatment.*



*Example of compliant standard lot corner treatment.*



*Example of non compliant standard lot corner treatment*

## 04 EXTERNAL MATERIALS AND COLOURS



Example of compliant materials treatment, complementary materials and colours



Example of non compliant materials treatment, no differentiating materials.

### 4.1 MATERIALS

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

A combination of complementary materials and colours must be used to all walls facing a street or park – with a minimum of two and up to a maximum of four materials used on these facades.

The material at the front must wrap around a minimum of 840mm to the side where not build to boundary.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the BBDAC and City of Melton. New building materials based on recycled content is permitted.

Unless otherwise approved by the BBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Infill and lightweight panels may be permitted above garage openings if finished as a rendered surface to match with the adjoining garage wall.

### 4.2 COLOUR SCHEMES

A harmonious colour palette consisting of natural, subdued hues which are complementary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.



Example of non-compliant colour scheme

## 05 DRIVEWAYS, FENCING & LANDSCAPING

### 5.1 DRIVEWAYS

There must be only one driveway per lot, located to align with the crossover. Garages should be sited on the lot in response to the location of existing crossovers with driveways tapered to match crossover width. Driveways must not exceed 3.5m in width at the street crossover.

There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stenciled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.



Example of compliant driveway, tapered to align with the crossover.



Example of compliant driveway, aggregate driveway with planting on boundary.



Example of non compliant driveway, plain concrete not permitted.

### 5.2 BOUNDARY FENCING

Fencing type will be consistent throughout Bloomdale. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the BBDAC for approval.

#### 5.2.1 FRONT FENCING

Front fencing is permitted subject to approval. Proposed front fences must not exceed 1.2m in height and must be largely transparent (ie. 50% or more) in construction. The proposed front fences must return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m height which complement the façade of the building will be permitted. Where a front fence is to be constructed on a corner lot, it must return and extend to meet the side fence.



Example of compliant front fencing, greater than 50% transparent and less than 1.2m in height.

### 5.2.2 SIDE AND REAR FENCING

All side and rear boundary fencing must be constructed from timber palings, to a height of 1800mm.

Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the BBDAC. Wing fencing must be of 1800mm (+/-50mm) in height with timber capping and timber posts exposed to the street.

It is encouraged to include a gate within the wing fencing; however, direct access to the rear yard may be possible either via a gate or directly from the garage. Side gates must be timber or have a timber look finish and must appear harmonious with the dwelling and landscape materials. Side gates must not be wider than 2.6m.

### 5.2.3 SIDE STREET FENCING

On a corner lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary. On corner lots, fencing to the secondary street frontage should be setback a minimum of 4.0m from the primary street frontage.

For fencing to boundaries abutting a reserve, facing a street and on corner lots, the side fencing along the secondary street must be constructed from timber palings to a height of 1800mm (+/-50mm). The fencing must have exposed posts on both sides of the palings and palings must be on the external side fronting the street and timber capping is required.



*Example of compliant timber paling fence with capping, exposed posts and palings fronting the street*



*Example of non compliant timber paling fence without capping and exposed posts*



### 5.3 FRONT LANDSCAPING

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilizing appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works must include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 mature tree (2.0m minimum height).



*Example of compliant garden planting, good use of texture and colour.*



*Examples of front landscaping designed with a range of native plants and shrubs. The composition of planting highlights house entries and creates a buffer between the pedestrian path and houses.*

## 5.4 RETAINING WALLS

Retaining walls should not exceed 600mm in height.

Where a level change exceeds 600mm, two or more retaining walls separated by a garden bed must be provided.

Retaining walls should be designed to have an appearance, colours and textures that are sympathetic with that of the house and landscaping. They must be made of durable materials that are fit for purpose.

## 5.5 LETTERBOXES

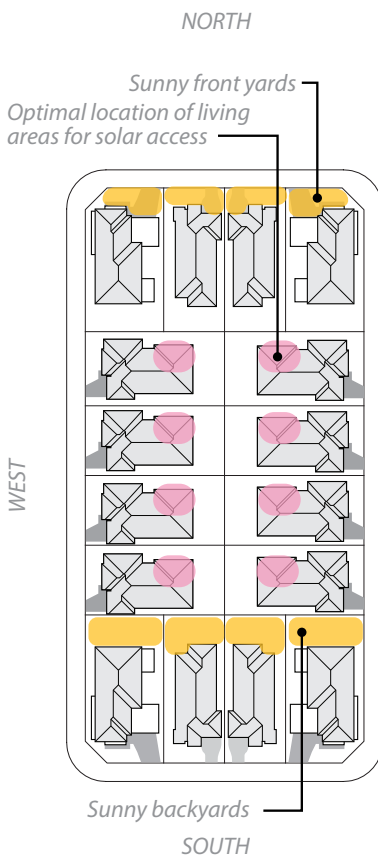
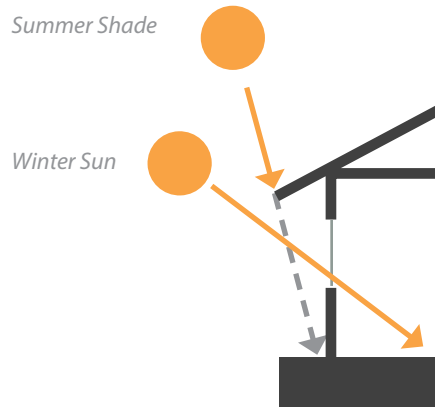
Letterboxes should be designed to match or complement the dwelling design. Single post supported letterboxes are discouraged.



*Examples of compliant letterboxes.*

## 06 ENVIRONMENTAL SUSTAINABILITY

### 6.1 LIVEABILITY CONSIDERATIONS



Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of your lot will determine the best siting of the house on the lot. A building's orientation plays a large part in achieving the optimum solar access for your home during winter.

Lots on the north side of a street will have sunny backyards – good for private outdoor living.

Lots on the south side of a street will have sunny front yards – good for show piece gardens.

Lots facing east-west will have sunny side yards – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

## 6.2 SOLAR HEATING PANELS

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

## 6.3 RAINWATER TANKS

To conserve water resources, improve and protect the environment and to ensure Bloomdale is a liveable community, the installation of a rainwater storage tank is a mandatory requirement for all Standard Lots with an area of 300m<sup>2</sup> or greater. Rainwater storage tanks on Small Lots (less than 300m<sup>2</sup>) are encouraged but not mandatory. The owner/s of a Standard Lot must not build, or seek a permit to build a dwelling, garage or carport unless the roof drainage system is connected to an on-site rainwater storage tank.

A rainwater tank installed on a Standard Lot, must comply with the following requirements:

- Lots with an area of 300 - 399m<sup>2</sup>, the tank must have a minimum 1,000 litre storage capacity, or
- Lots with an area of 400 - 499m<sup>2</sup>, the tank must have a minimum 2,000 litre storage capacity, or
- Lots with an area greater than or equal to 500m<sup>2</sup>, the tank must have a minimum 3,000 litre storage capacity.
- All tanks and accessories must not be located in front of the dwelling or be visible from the street and public spaces.
- All tanks and accessories must be coloured to match the dwelling.

To help calculate the size of water storage that you may require please contact the Department of Sustainability and Environment for appropriate storage requirements in relation to the collection area provided.

## 6.4 ENERGY RATINGS

It is the applicants' responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

## 6.5 NBN CO

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's.

<http://www.nbnco.com.au/>

## 07 ADDITIONAL BUILDINGS AND ANCILLARY STRUCTURES

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### 7.1 SHEDS

The colours and materials selected for sheds should be consistent with and complementary to, the materials used for the dwelling. Colorbond® and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view should be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m<sup>2</sup> and must not exceed a maximum height of 2.5m.

### 7.2 PERGOLAS, PATIOS & DECKING

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the BBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The BBDAC will assess these structures/applications on their merits.

Please note that later date stand-alone submissions will incur an additional assessment fee.

### 7.3 ANCILLARY ITEMS

All external plumbing must be out of public view, with the exception of gutters and downpipes. Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling. Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

Window screening located on a dwellings primary or secondary frontage will not be approved. Security screens on the front entry door must be contemporary in style and complement the façade colours. Diamond style security screens, or similar will not be permitted.

## 08 AIRCRAFT NOISE

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The land is outside the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme. This may change.

The land within this subdivision is in proximity to Melbourne Airport. The land may be affected by aircraft noise.

- The effect of aircraft noise (and the boundaries of the Melbourne Airport Environs Overlay – Schedule 2 control under the Melton Planning Scheme) can vary over time with changes to Melbourne Airport’s operations, traffic volumes and types of aircraft using Melbourne Airport.
- The most up-to-date information concerning aircraft noise can be obtained from Melbourne Airport and its website, which can be accessed at: <http://www.melbourneairport.com.au/>
- [Australian Standard AS2021:2015 Acoustics Aircraft Noise Intrusion, Building Siting and Construction, provides guidance in the measures that can be taken in the construction of dwellings to mitigate the effect of aircraft noise and may be considered in the design of any dwelling. Application of the Australian Standard is not mandatory for this land, but this may change.](#)
- [In the event of any amendment to the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme which creates an inconsistency between that provision and these Housing and Design Guidelines that relate to aircraft noise, the provisions of the Melbourne Airport Environs Overlay – Schedule 2 control prevail.](#)

## 09 GENERAL

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### 9.1 Maintenance of the Lot

Prior to the occupation of a dwelling, the lot must be maintained by keeping the grass cut, and the lot free from rubbish. Builders’ waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. Should lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the lot owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level. Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the BBDAC to determine if allotments are being maintained to an acceptable level.

### 9.2 Commercial Vehicles

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

### 9.3 Signs

No signs, including ‘For Sale’ signs, may be erected by the Purchaser other than a ‘Home for Sale’ sign that may be erected after completion of the construction of a dwelling.

Builders’ signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign per dwelling is permitted at any one time and these signs must be removed once the property is sold.

## 10 DEFINITIONS

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**ARTICULATION** means both horizontal and vertical projection forward and back from the primary building face.

**BBDAC** means The Bloomdale Building and Design Approval Committee that includes

**AVID PROPERTY GROUP NOMINEES PTY LTD ATF DIGGERS REST TRUST B** as the developer/owner of Bloomdale Residential Estate.

**BUILDING** has the same meaning as in the Building Act;

**BUILDING ACT** means the act of the Victorian Parliament known as the Building Act 1993;

**BUILDING ENVELOPE** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;

**BUILDING ENVELOPE PLAN** means the plan which shows the approved building envelopes, setbacks and other related matters for the lots within the Plan of Subdivision;

**BUILDING PERMIT** means a building permit in terms of the Building Act;

**CORNER LOT** means a lot with a corner where each boundary connects to a street or public open space;

**DESIGN GUIDELINES** Design Guidelines mean the building design guidelines approved under Permit No. PA2017/5553 which may be amended from time to time.

**DWELLING** means a building used as a self-contained residence which must include:

- a kitchen sink;
- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

**FRONTAGE** means the road alignment at the front of a lot. If a lot abuts two or more roads, the one to which the building, or proposed building, faces.

**FRONT GARDEN** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;

**HEIGHT** has the same meaning as in the Building Regulations;

**INTEGRATED SITE** is a site which is a development area that ensures pedestrian connectivity and uniform built form character, and requires development consent from Melton City Council;

**LOT** has the same meaning as 'Allotment' in the Building Regulations;

**ON THE BOUNDARY** means on the boundary or a setback of up to 150 millimetres from the lot/property boundary;

**PRIVATE OPEN SPACE** means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool;

**REGULAR LOTS** are lots where the front boundary dimension is the same as the rear boundary dimension;

**REGULATIONS** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building;

**SCHEME** means the City of Melton Planning Scheme;

**SECLUDED PRIVATE OPEN SPACE** means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy;

**SECONDARY STREET** means the street that runs along the side boundary of a property when located on a corner;

**SETBACK** means the minimum distance from any allotment boundary to a building;

**SIDE BOUNDARY** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;

**SITE COVERAGE** means the proportion of a site covered by buildings;

**SMALL LOTS** are lots with an area less than 300m<sup>2</sup>;

**STANDARD LOTS** are lots with an area greater than 300m<sup>2</sup>;

**STOREY** means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine;

**STREET**, for the purposes of determining setbacks, "street" means any road other than a footway or carriageway easement; and,

**WINDOW** has the same meaning as in the National Construction Code of Australia.



# 11 APPENDIX

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## Building and Design Approval Application Form

Email to: designapprovalvic@avid.com.au

### Land Owners Details

Name	
Current Address	
Phone	
Email	

### Property Number

Lot Number	
Street Address	

### Builder | Designer | Architect

Company Name	
Contact	
Address	
Phone	
Email	

### Building Design Details

Builder	
Building Model if Applicable	
Floor Area	

### Submission Requirements.

2 x copies of each of the following plans are required:

- Site Plan  
Showing proposed structures, setbacks from all boundaries, eaves overhang, fencing locations, outbuildings, driveway and path areas. Minimum Scale 1:200.
- Floor Plan/s  
Including Roof Plan Minimum Scale 1:100.
- Elevations  
All elevations of the structure(s) including building and roof heights, roof forms and roof pitch. Minimum Scale 1:100.
- Landscape Plan  
Including driveway location and material, planting locations, lawn areas and planting schedule. Minimum Scale 1:200.
- Schedule of Materials and Colours  
In the form attached.

Approval of the Building proposal as detailed in this submission is requested. I/we acknowledge that an incomplete application cannot be considered and that approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

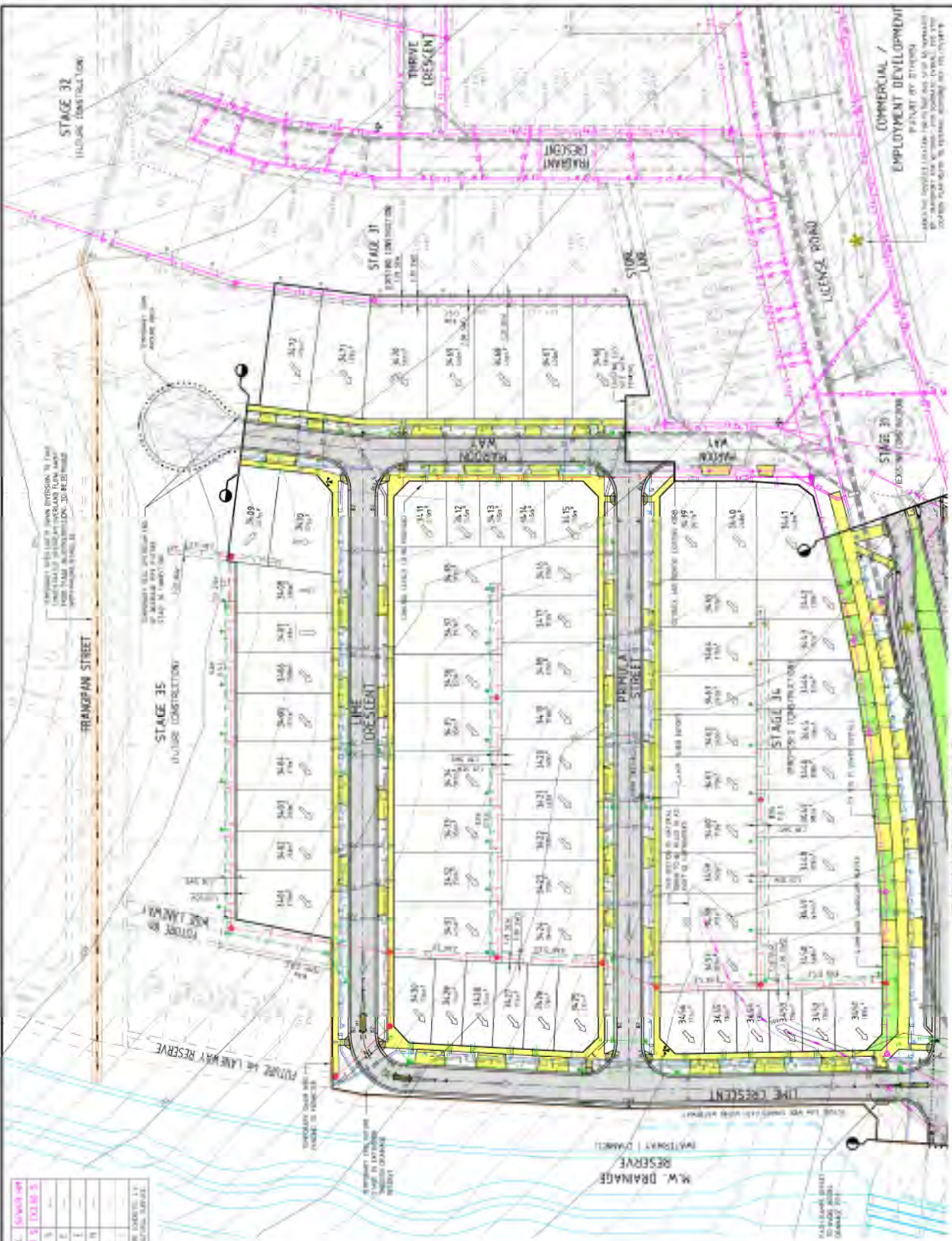
---

Builder/Designer/ Owner  
Date

**DISCLAIMER:**

1. The receipt of documents, including building plans, colour and materials specifications, any assessment of compliance by Avid Property Group or the Covenant Administrator, their review, assessment or comment on the those documents or any other documents prepared by or on behalf of or provided by the Owner, does not result in the assumption of any obligation or liability by Investa or the Covenant Administrator and does not affect the Owner's obligations or absolve the Owner from its obligations and its responsibility to comply with these Design Guidelines. Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.
2. Avid Property Group may from time to time, in its absolute discretion, vary, relax or waive any of the requirements under these Design Guidelines. In the event that Investa allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply that any such action will apply again

## Annexure D - Engineering Drawings



**LEGEND**

100mm WATER MAIN  
 150mm GAS MAIN  
 150mm ELECTRIC (3 CORE)  
 150mm TELECOM (4 CORE)  
 150mm ELECT. PULL (6 CORE)

100mm WATER MAIN  
 150mm GAS MAIN  
 150mm ELECTRIC (3 CORE)  
 150mm TELECOM (4 CORE)  
 150mm ELECT. PULL (6 CORE)

100mm WATER MAIN  
 150mm GAS MAIN  
 150mm ELECTRIC (3 CORE)  
 150mm TELECOM (4 CORE)  
 150mm ELECT. PULL (6 CORE)

STREET NAME	BEWER	GAS	WATER	MAIN	ELEC.	TELECOM
LORGE ROAD	1000 N	100 N	100 N	100 N	100 N	100 N
LINE DORE STREET	100 N	100 N	100 N	100 N	100 N	100 N
PREMULA STREET	100 N	100 N	100 N	100 N	100 N	100 N
FRANKRAN STREET	100 N	100 N	100 N	100 N	100 N	100 N
STAGE 31	100 N	100 N	100 N	100 N	100 N	100 N
STAGE 32	100 N	100 N	100 N	100 N	100 N	100 N
STAGE 33	100 N	100 N	100 N	100 N	100 N	100 N
STAGE 34	100 N	100 N	100 N	100 N	100 N	100 N
STAGE 35	100 N	100 N	100 N	100 N	100 N </tr	

**STAGE 34 - ROAD PAVEMENT D. ASBESTOSITE NOTE:**  
 ALL STAGE 34 ROAD PAVEMENT TO BE ASBESTOSITE FREE.  
 ALL STAGE 34 ROAD PAVEMENT TO BE ASBESTOSITE FREE.

**LANDSCAPING NOTES:**  
 ALL PLANTING TO BE ASBESTOSITE FREE.  
 ALL PLANTING TO BE ASBESTOSITE FREE.

**BLACK ROADS, MILLS:**  
 ALL BLACK ROADS, MILLS TO BE ASBESTOSITE FREE.  
 ALL BLACK ROADS, MILLS TO BE ASBESTOSITE FREE.

**OWNER:** DALTON CONSULTING ENGINEERS  
**PROJECT:** 148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH  
**DATE:** 01/08/16

**DESIGNER:** DALTON CONSULTING ENGINEERS  
**PROJECT:** 148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH  
**DATE:** 01/08/16

**APPROVED:** [Signature]  
**DATE:** 01/08/16

**APPROVED PROJECT DETAIL REFERENCES**

PROJECT	DATE	CONTRACT NO.
148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH	01/08/16	10668347001
148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH	01/08/16	10668347001
148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH	01/08/16	10668347001

**APPROVED PROJECT DETAIL REFERENCES**

PROJECT	DATE	CONTRACT NO.
148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH	01/08/16	10668347001
148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH	01/08/16	10668347001
148 DORE STREET - COMMERCIAL ROAD, DOUGLAS MOUNT, WEST PERTH	01/08/16	10668347001

**NOT TO BE USED FOR CONSTRUCTION**

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/08/16
2	ISSUED FOR CONSTRUCTION	01/08/16
3	ISSUED FOR CONSTRUCTION	01/08/16

**APPROVED:** [Signature]  
**DATE:** 01/08/16

Small text at the bottom of the page, likely containing copyright information and contact details for the engineering firm.

STREET NAME	BEWER	GAS	WATER	MAIN	ELEC.	SEWER	W/F
LICENSE ROAD	150.00 W	7.75 N	8.20 W	5.00 S	9.20 S	10.00 S	12.00 S
LIPE CREST DR	4.00 E	2.00 N	2.50 W	1.50 S	2.00 S	2.50 S	3.00 S
LIPE CREST DR	2.00 E	2.50 N	3.20 W	3.80 S	4.40 S	5.00 S	5.60 S
MADISON DR	1.00 W	2.75 N	2.75 W	1.00 E	2.40 E	3.80 E	4.80 E
CELESTIA STREET	1.50 E	2.25 S	2.25 W	1.00 N	2.40 N	2.80 N	3.20 N
LOT 1 (REAR) DRIVE	2.50 E	...	...	...	...	...	...
LOT 2 (FRONT) DRIVE	1.50 E	1.50 E	2.20 E	2.20 E	2.80 E	3.40 E	4.00 E

**STAGE 38 - ROAD PAVEMENT D. ASPHALTION DATE:**

STREET 18" TO COURSE TOP OF CURB 1

STREET 18" TO COURSE TOP OF CURB 1

STREET 18" TO COURSE TOP OF CURB 1

STREET NAME	CLASS	VOLUME	HAZ	REPORT	TYPE
LICENSE ROAD	COMBUSTION STREET	11.000	1	1	1
LIPE CREST DR	ACCESS LANE	2.000	1	1	1
MADISON DR	ACCESS STREET	1.000	1	1	1
CELESTIA STREET	ACCESS LANE	1.500	1	1	1

**LANDSCAPING NOTES:**

1. ALL PLANTING SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND ALL PLANTING SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND ALL PLANTING SHALL BE ACCORDING TO THE LANDSCAPE PLAN.

**BLACK SOILS CELL:**

1. ALL BLACK SOILS SHALL BE TREATED ACCORDING TO THE BLACK SOILS CELL PLAN AND ALL BLACK SOILS SHALL BE TREATED ACCORDING TO THE BLACK SOILS CELL PLAN.

**SEWER P.S. DETAILS:**

1. ALL SEWER P.S. SHALL BE ACCORDING TO THE SEWER P.S. DETAILS PLAN AND ALL SEWER P.S. SHALL BE ACCORDING TO THE SEWER P.S. DETAILS PLAN.

**SURVEY NOTES:**

1. ALL SURVEYING SHALL BE ACCORDING TO THE SURVEYING NOTES PLAN AND ALL SURVEYING SHALL BE ACCORDING TO THE SURVEYING NOTES PLAN.

**CONTRACTOR NOTES:**

1. ALL CONTRACTOR WORK SHALL BE ACCORDING TO THE CONTRACTOR NOTES PLAN AND ALL CONTRACTOR WORK SHALL BE ACCORDING TO THE CONTRACTOR NOTES PLAN.

**REFERENCES:**

1. ALL REFERENCES SHALL BE ACCORDING TO THE REFERENCES PLAN AND ALL REFERENCES SHALL BE ACCORDING TO THE REFERENCES PLAN.

**APPENDIX A - PROFILES:**

1. ALL PROFILES SHALL BE ACCORDING TO THE APPENDIX A - PROFILES PLAN AND ALL PROFILES SHALL BE ACCORDING TO THE APPENDIX A - PROFILES PLAN.

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
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PROJECT	DATE	DESCRIPTION
...	...	...

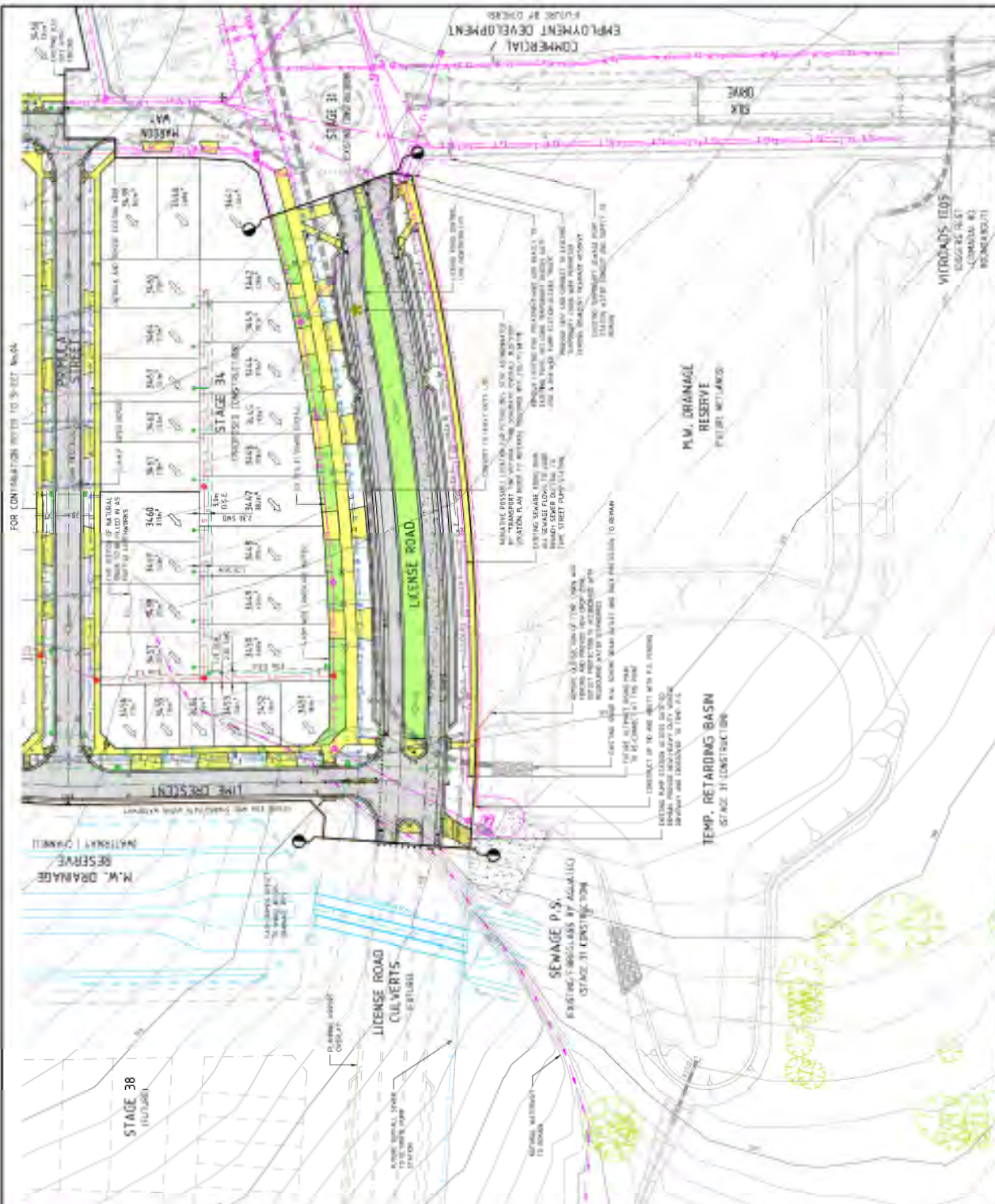
PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...

PROJECT	DATE	DESCRIPTION
...	...	...



**COMERCIAL / EMPLOYMENT DEVELOPMENT**

SCALE 1:1000

**LEGEND:**

- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING ELECTRICAL TRUNK
- EXISTING SEWER MAIN
- EXISTING TELECOM (C&T) AND TV
- EXISTING ELEC. POLE & CROSS ARM

**WATER RETENTION**

- WATER RETENTION
- WATER RETENTION
- WATER RETENTION

**TEMP. RETARDING BASIN**

STAGE II CONSTRUCTION

**AVID PROPERTY GROUP**

PARCEL C - STAGE 34

MADISON WEST-COMMUN ROAD, BRIDGEVIEW, VICT

**DETAIL PLAN**

SHEET 1 OF 2

Drawing No. 16888-34-032-Plan B

Scale @ 1:1000

North Arrow

**LEGEND:**

- PROPOSED WATER MAIN
- PROPOSED GAS MAIN
- PROPOSED ELECTRICAL TRUNK
- PROPOSED SEWER MAIN
- PROPOSED TELECOM (C&T) AND TV
- PROPOSED ELEC. POLE & CROSS ARM

**WATER RETENTION**

- WATER RETENTION
- WATER RETENTION
- WATER RETENTION

**NOT TO BE USED FOR CONSTRUCTION**

**DALTON CONSULTING ENGINEERS**

100 MILLER ST. 3RD FL. BRIDGEVIEW, VICTORIA

TEL: 778-412-9400 FAX: 778-412-9401

**PROJECT INFORMATION:**

- Project No. 16888-34-032-Plan B
- Client: AVID PROPERTY GROUP
- Site: PARCEL C - STAGE 34
- Location: MADISON WEST-COMMUN ROAD, BRIDGEVIEW, VICT

## **Annexure E - Vendor's Statement**

# VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

PROPERTY Lot \_\_\_\_\_ on proposed Plan of Subdivision PS 836033X, Diggers Rest - Coimadai Road, Diggers Rest, Victoria 3427

## 1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges; and
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

See attached certificates.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

## 2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

## 3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

- (a) To the best of the Vendor's knowledge, there are no easements, covenants or other similar restrictions affecting the Property other than:

- (i) those set out in the attached copies of the title documents;
  - (ii) the easements created by section 98 of the *Transfer of Land Act 1958 (Vic)*, section 12(2) of the *Subdivision Act 1988 (Vic)* and any other easements noted on the Plan of Subdivision;
  - (iii) the requirements of the Planning Documents (as that term is defined in the contract of sale); and
  - (iv) any easements, covenants or other similar restrictions referred to in or contemplated by the contract of sale.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

**3.2 Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*. Special bushfire construction requirements apply.

**3.3 Road Access** - there is access to the property by road.

**3.4 Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

#### **4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

**4.2 Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

**4.3 Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Save as disclosed in the attachments to the Vendor's Statement, none to the best of the Vendor's knowledge.

#### **5. BUILDING PERMITS**

Particulars of any building permits issued in the past 7 years under the Building Act 1993 (required only where there is a residence on the land) are contained in the attached certificate.

#### **6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.

#### **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land is affected by the GAIC.



Attached are the following certificates or notices:

- (a) any GAIC certificate relating to the land issued under Part 9B of the *Planning and Environment Act 1987*.

## **8. NON-CONNECTED SERVICES**

The following services are **not** connected to the land:

- (a) electricity supply;
- (b) gas supply;
- (c) water supply;
- (d) sewerage; and
- (e) telephone services.

## **9. TITLE**

Attached is:

- (a) a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land from which the Property will be derived and its location, being Certificate of Title Volume 12220 Folio 617;
- (b) Registered Plan of Subdivision PS 821130J (Stage 31A);
- (c) Notice Number AH462111E (GAIC Notice) (Section 201UB *Planning and Environment Act 1987* (Vic));
- (d) Section 173 Agreement AN984413X;
- (e) Proposed Plan of Subdivision PS 833355Q (Stage 31B);
- (f) Proposed Plan of Subdivision PS 836033X (Stage 34);
- (g) Planning Permit PA2017/5553;
- (h) Planning Certificate;
- (i) Land Information Statement;
- (j) Land Tax Certificate;
- (k) Water Information Statement;
- (l) Roads Certificate;
- (m) Heritage Victoria Certificate;
- (n) Building Certificates;
- (o) National Trust Certificate;
- (p) EPA Certificate;
- (q) Victorian Aboriginal Heritage Register Certificate; and
- (r) Planning Report (incl. Designated Bushfire Prone Area Information);

## **10. SUBDIVISION**

### **10.1 Unregistered Subdivision**

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been registered.

### **10.2 Staged Subdivision**

Not applicable.

### **10.3 Further Plan of Subdivision**

Not applicable.

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**12. DUE DILIGENCE CHECKLIST**

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is provided with, or attached to, this vendor's statement.

**The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.**

Date of this Statement: 25 / 08 / 2020



Signature of the vendor:

**The purchaser acknowledges being given a duplicate of this statement signed by the vendor with the attached documents before the purchaser signed any contract.**

Date of this Acknowledgment: ..... / ..... / .....

Signatures of the purchaser: .....  
.....

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 12220 FOLIO 617

Security no : 124084871141N  
Produced 12/08/2020 03:12 PM

LAND DESCRIPTION

Lot G on Plan of Subdivision 821130J.  
PARENT TITLE Volume 12220 Folio 549  
Created by instrument PS821130J 05/06/2020

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 6 LEVEL 2 2 QUEEN STREET  
MELBOURNE VIC 3000  
PS821130J 05/06/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS287792E 24/06/2019  
ANZ FIDUCIARY SERVICES PTY LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

NOTICE Section 201UB Planning and Environment Act 1987  
AH462111E 30/08/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AN984413X 28/06/2017

DIAGRAM LOCATION

SEE PS821130J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS821130J (B)	PLAN OF SUBDIVISION	Registered	05/06/2020
AT326559P	REMOVAL OF AGREEMENT	Registered	12/06/2020
AT490740H	RECTIFY ADD NOTICE	Registered	06/08/2020

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

ADMINISTRATIVE NOTICES

NIL

eCT Control 19085G ASHURST AUSTRALIA  
Effective from 05/06/2020

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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who is licensed by the State of Victoria to provide this information via LANDATA® System.

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS821130J</b>	
<b>LOCATION OF LAND</b>  PARISH: <b>HOLDEN</b> TOWNSHIP: ..... SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: ..... TITLE REFERENCE: Vol. 12220 Fol.549  LAST PLAN REFERENCE: Lot F on PS821128U  POSTAL ADDRESS: Diggers Rest - Coimadai Road (at time of subdivision) DIGGERS REST 3427  MGA 94 CO-ORDINATES: E: 296 850      ZONE: 55 (of approx centre of land in plan)      N: 5833 060		Council Name: Melton City Council  Council Reference Number: Sub5463 Planning Permit Reference: PA2017/5553 SPEAR Reference Number: S145732C  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/01/2020  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Geraldine Addicott for Melton City Council on 27/04/2020  <b>Statement of Compliance</b> issued: 28/05/2020		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey in BP3350U.  STAGING: This is not a staged subdivision.  This survey has been connected to permanent marks Holden PM14 and Holden PM57 in Proclaimed Survey Area: (Not Applicable).				
<b>BLOOMDALE - Release No. 31A</b> Area of Release: 5.761ha No. of Lots: 1 Lot and Balance Lot G				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENT DETAILS				
 <b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 01112-31A Ver. 5  Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (S), 16/04/2020, SPEAR Ref: S145732C		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5  PLAN REGISTERED TIME: 12:19pm DATE:05/06/2020 H.L. Assistant Registrar of Titles

PS821130J

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	See Diag.	AR744346S	Western Region Water Corporation
E-2	Drainage	See Diagram	PS821128U	Melton City Council
	Sewerage			Western Region Water Corporation
E-3	Sewerage	See Diag.	PS821128U	Western Region Water Corporation
E-4	Sewerage	See Diag.	PS821100T	Western Region Water Corporation
E-5	Drainage	See Diag.	PS821127W	Melton City Council
E-6	Drainage	See Diagram	PS821127W	Melton City Council
	Sewerage			Western Region Water Corporation
E-7	Sewerage	See Diag.	PS821127W	Western Region Water Corporation
E-8	Sewerage	See Diagram	AR744346S	Western Region Water Corporation
			PS821100T	Western Region Water Corporation
E-9	Drainage	See Diag.	PS821128U	Melton City Council
E-10	Drainage	See Diagram	PS821128U	Melton City Council
	Sewerage			Western Region Water Corporation
	Power Line		PS821128U Section 88 Electricity Industry Act 2000	Jemena Electricity Networks (Vic) Ltd

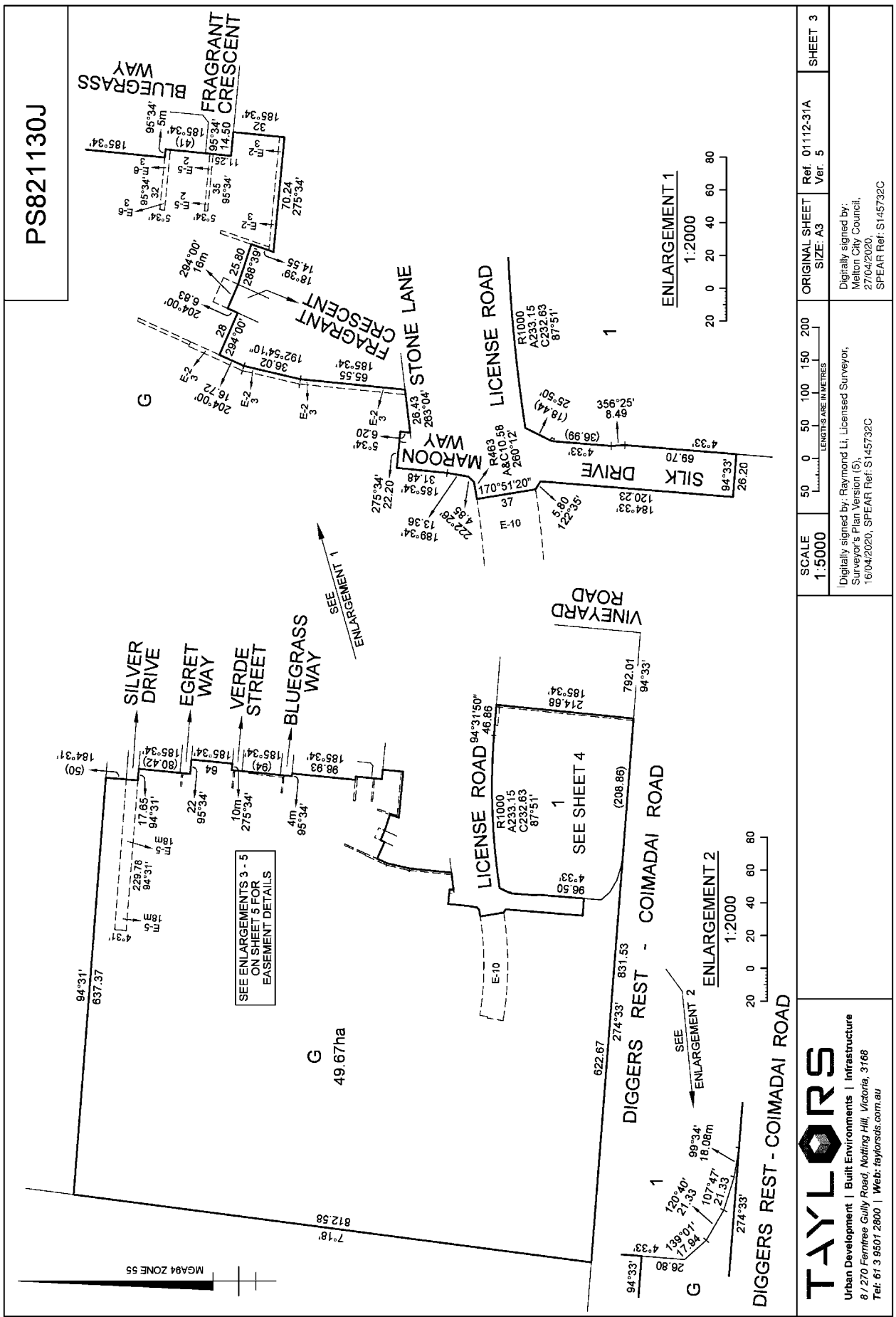


Urban Development | Built Environments | Infrastructure  
 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Digitally signed by: Raymond Li, Licensed Surveyor,  
 Surveyor's Plan Version (5),  
 16/04/2020, SPEAR Ref: S145732C

ORIGINAL SHEET SIZE: A3 Ref. 01112-31A Ver. 5  
 Digitally signed by:  
 Melton City Council,  
 27/04/2020,  
 SPEAR Ref: S145732C

SHEET 2



PS821130J

SHEET 3

ORIGINAL SHEET SIZE: A3

SCALE 1:5000

LENGTHS ARE IN METRES

50 0 50 100 150 200

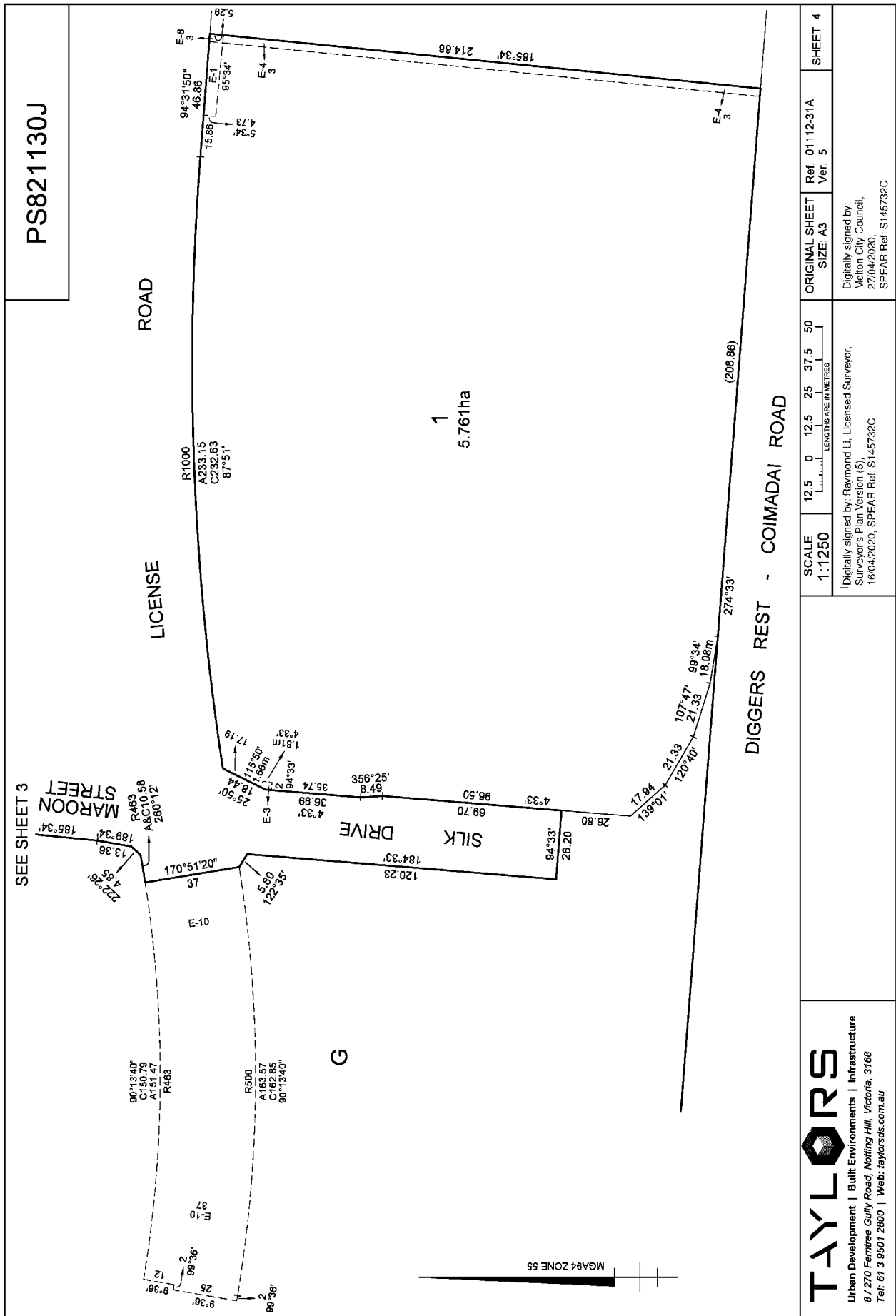
Ref: 01112-31A Ver: 5

Digitally signed by: Melton City Council, 27/04/2020, SPEAR Ref: S145732C

Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (5), 16/04/2020, SPEAR Ref: S145732C

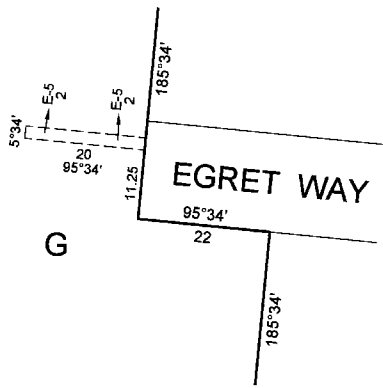
16/04/2020, SPEAR Ref: S145732C

**TAYLORS**  
 Urban Development | Built Environments | Infrastructure  
 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorsds.com.au





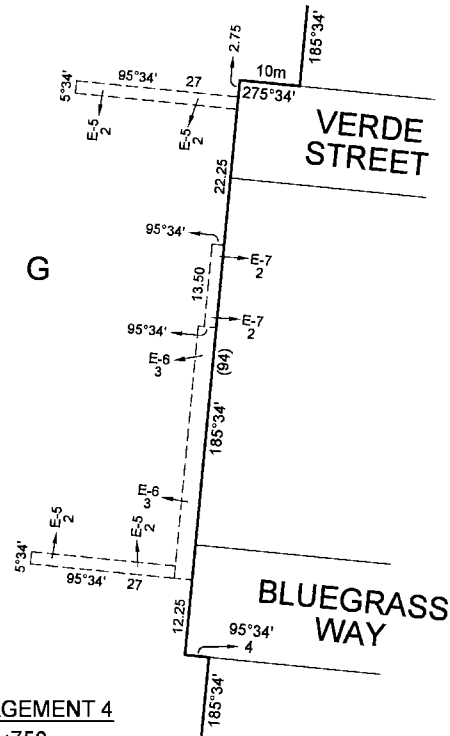
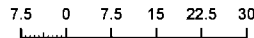
PS821130J



G

ENLARGEMENT 3

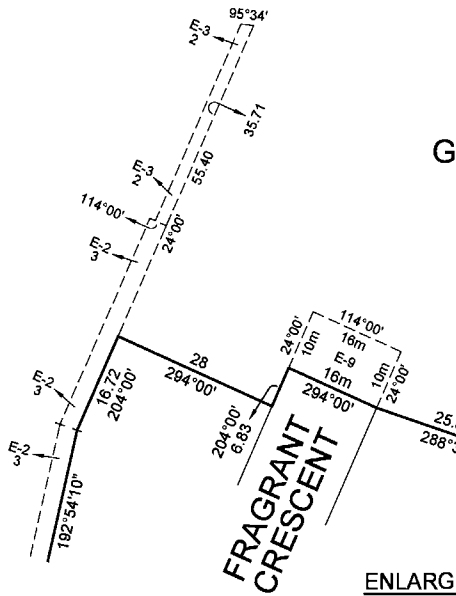
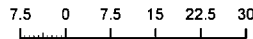
1:750



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ENLARGEMENT 4

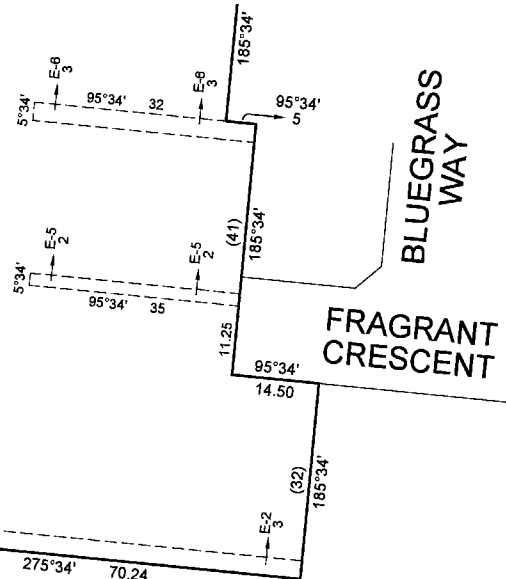
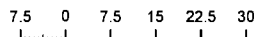
1:750



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ENLARGEMENT 5

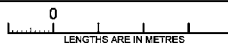
1:750



**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE



ORIGINAL SHEET  
SIZE: A3

Ref. 01112-31A  
Ver. 5

SHEET 5

Digitally signed by: Raymond Li, Licensed Surveyor,  
Surveyor's Plan Version (5),  
16/04/2020, SPEAR Ref: S145732C

Digitally signed by:  
Melton City Council,  
27/04/2020,  
SPEAR Ref: S145732C

# G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987  
Use to not by the Registrar of Land subject to GAIC

Privacy Collection Statement: The information from this form is collected by the Registrar of Titles and is used for the purpose of maintaining publicly searchable registers and indexes.

## AH462111E

30/08/2010 \$0 201UB



### Read this before you start

- Fill page 1 online
- Print form single sided
- Sign with a blue or black pen

### Purpose

The Growth Areas Authority applies to the Registrar of Titles to record a notification on the folio(s) of the Register described at item 1 that a growth areas infrastructure contribution may be payable.

### 1. What land is subject to GAIC?

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

SEE attached list

### 2. Signature/s

Growth Areas Authority

Signature

Peter Seamer

Name of Signatory

### 3. Date (dd/mm/yyyy)

30/08/2010

### 4. Does the lodging party have a customer code?

No Go to question 5

Yes  What is the customer code? Reference

14273H

D/10/7728

### 5. Lodging party details

Lodging party

Given Name(s)

Family Name/  
Company Name

Growth Areas Authority

Phone

Address

No.

Street

Suburb

Postcode

### You may lodge this form in two ways:

#### 1. In person

Level 9, 570 Bourke Street  
Melbourne 3000

#### 2. By mail

P.O. Box 500  
East Melbourne 3002

**AH462111E**

30/08/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
139/601	4594/635	8162/673	8541/356	8739/787	8842/134	8900/292
267/330	4658/415	8204/400	8541/357	8739/788	8842/135	8900/293
267/340	4787/225	8210/486	8547/501	8739/789	8842/136	8900/294
451/167	4953/483	8215/864	8547/977	8739/792	8842/137	8900/295
489/649	4964/677	8218/032	8547/978	8739/793	8850/019	8900/296
638/571	5350/889	8231/931	8547/980	8739/794	8857/981	8900/297
647/382	5507/303	8269/013	8547/981	8739/795	8865/396	8900/298
824/704	5600/900	8294/813	8569/350	8739/796	8869/771	8900/299
1031/051	5804/612	8309/576	8576/382	8739/797	8869/772	8900/300
1178/419	5910/840	8310/126	8576/384	8742/589	8869/773	8900/301
1226/165	5990/959	8310/127	8581/146	8742/590	8874/217	8900/302
1233/491	6015/996	8321/655	8592/852	8742/591	8877/852	8900/303
1251/127	6020/949	8349/370	8592/853	8742/592	8877/853	8900/304
1264/604	6043/546	8368/998	8592/876	8742/593	8888/081	8900/305
1505/901	6122/329	8378/211	8592/884	8742/594	8889/985	8900/306
1978/595	6135/000	8378/214	8592/885	8742/595	8894/157	8900/307
2041/108	6160/901	8378/215	8600/690	8742/596	8894/158	8900/308
2090/953	6168/483	8378/216	8603/842	8747/084	8894/694	8900/309
2220/934	6195/943	8378/217	8610/993	8747/085	8894/695	8900/310
2534/731	6229/723	8378/218	8611/461	8747/086	8894/696	8900/311
2534/732	6244/608	8378/219	8622/411	8752/088	8894/697	8900/312
2759/636	6298/444	8378/220	8622/412	8755/679	8894/698	8900/313
2770/963	6330/985	8378/221	8622/988	8755/751	8894/701	8900/314
2862/217	6437/282	8378/222	8622/989	8755/752	8894/702	8900/315
2946/200	6565/988	8378/223	8622/990	8755/777	8894/703	8900/316
3099/656	6581/174	8378/226	8624/292	8755/778	8898/105	8900/317
3099/675	6647/398	8379/883	8624/293	8758/355	8900/259	8900/318
3132/225	6765/868	8379/885	8624/296	8766/992	8900/261	8903/211
3188/558	6765/869	8383/697	8624/297	8772/323	8900/262	8907/122
3352/400	6765/870	8389/202	8634/128	8790/501	8900/263	8907/819
3481/102	6911/045	8403/987	8646/467	8806/545	8900/284	8908/714
3487/224	6993/407	8411/050	8677/020	8807/338	8900/265	8908/715
3509/629	7186/016	8412/208	8678/242	8807/339	8900/268	8908/716
3619/739	7194/648	8421/635	8683/243	8807/340	8900/267	8909/407
3674/635	7275/803	8427/825	8683/252	8812/559	8900/268	8909/685
3702/397	7277/277	8435/031	8692/737	8816/670	8900/269	8919/214
3724/752	7505/065	8435/502	8693/511	8816/671	8900/270	8919/215
3879/632	7532/137	8457/262	8693/513	8816/672	8900/271	8922/593
3915/946	7649/107	8459/277	8693/514	8819/811	8900/272	8923/838
3919/701	7656/039	8475/919	8696/244	8819/812	8900/273	8923/839
3920/919	7659/121	8480/663	8698/895	8819/813	8900/274	8923/840
3948/518	7662/117	8486/685	8708/229	8819/814	8900/276	8923/841
3953/529	7785/042	8492/903	8708/464	8819/815	8900/277	8924/425
4012/379	8041/132	8492/904	8708/779	8820/924	8900/279	8930/457
4019/684	8041/399	8492/906	8709/198	8836/829	8900/280	8938/771
4019/685	8041/400	8502/405	8715/897	8836/830	8900/282	8942/740
4024/650	8066/282	8502/406	8732/244	8836/831	8900/283	8942/741
4129/609	8092/571	8510/185	8733/402	8838/412	8900/284	8950/971
4242/224	8096/369	8510/303	8733/403	8842/127	8900/285	8953/965
4252/349	8106/720	8510/304	8738/528	8842/128	8900/286	8954/141
4377/374	8106/721	8521/038	8739/591	8842/129	8900/287	8954/142
4382/319	8129/406	8532/426	8739/592	8842/130	8900/288	8954/143
4392/391	8141/370	8536/860	8739/593	8842/131	8900/289	8954/144
4477/215	8149/589	8536/861	8739/594	8842/132	8900/290	8954/145
4557/371	8162/010	8536/862	8739/786	8842/133	8900/291	8954/146

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
8954/147	9005/336	9109/390	9225/930	9375/943	9443/122	9501/212
8954/148	9007/431	9109/391	9227/202	9375/947	9443/123	9501/252
8954/149	9010/204	9109/392	9227/203	9375/948	9443/124	9501/253
8954/151	9019/365	9109/393	9227/630	9375/951	9443/125	9501/255
8954/152	9022/268	9109/394	9227/631	9381/442	9443/126	9503/048
8954/153	9026/900	9109/395	9227/632	9389/077	9443/127	9504/968
8954/154	9042/583	9109/396	9231/277	9391/274	9443/128	9508/441
8954/155	9045/320	9109/397	9231/540	9396/903	9443/129	9509/863
8954/156	9045/942	9109/398	9231/982	9396/904	9443/131	9509/864
8954/157	9047/883	9109/399	9242/592	9399/506	9443/132	9516/669
8954/158	9052/355	9109/400	9254/011	9399/609	9443/133	9522/663
8954/159	9052/576	9109/401	9255/485	9399/692	9443/134	9522/664
8954/160	9070/221	9109/402	9256/159	9402/918	9443/135	9523/453
8954/161	9070/222	9109/403	9258/160	9405/500	9443/136	9523/503
8954/162	9070/223	9109/404	9268/683	9413/116	9443/137	9523/631
8954/163	9070/225	9109/405	9286/465	9413/117	9443/138	9535/088
8954/164	9070/226	9109/406	9286/466	9413/118	9443/139	9541/084
8954/165	9070/705	9109/407	9290/653	9415/811	9443/140	9541/065
8954/166	9070/706	9109/408	9297/858	9418/785	9443/149	9541/086
8954/167	9070/707	9109/409	9297/966	9425/584	9443/891	9541/067
8954/168	9070/708	9109/410	9304/796	9426/640	9443/892	9541/068
8954/169	9070/709	9109/411	9304/797	9426/641	9443/893	9545/891
8954/170	9070/710	9114/376	9304/798	9426/842	9443/894	9545/892
8954/171	9070/711	9114/377	9304/799	9426/843	9443/895	9551/105
8954/172	9070/712	9116/690	9304/800	9427/544	9449/203	9551/528
8954/174	9070/714	9116/691	9304/801	9427/545	9449/296	9551/550
8954/175	9070/715	9116/692	9304/802	9427/546	9449/754	9557/785
8954/176	9070/716	9116/693	9310/308	9427/547	9450/276	9562/454
8964/441	9070/717	9121/387	9312/072	9427/548	9450/277	9562/576
8965/616	9070/718	9127/837	9313/324	9427/549	9450/644	9562/578
8968/832	9070/719	9127/838	9316/884	9427/550	9450/645	9562/579
8968/228	9070/721	9127/839	9317/330	9427/551	9455/030	9567/415
8968/229	9070/722	9127/840	9317/333	9427/552	9455/031	9567/620
8972/099	9070/723	9128/176	9320/879	9427/553	9455/673	9567/621
8973/033	9072/040	9129/521	9325/244	9428/262	9460/163	9567/622
8973/034	9072/041	9131/866	9330/229	9431/900	9461/294	9570/889
8975/169	9075/435	9132/749	9330/230	9431/902	9465/003	9580/507
8975/839	9075/436	9132/777	9330/231	9433/597	9472/269	9597/854
8975/840	9075/462	9135/164	9330/233	9436/966	9474/075	9597/855
8975/877	9075/463	9153/820	9330/234	9436/967	9474/640	9599/616
8993/430	9075/464	9153/821	9332/088	9436/968	9476/274	9601/885
8994/128	9075/465	9157/636	9332/811	9437/677	9478/666	9606/826
8994/129	9075/466	9157/637	9341/956	9437/678	9478/667	9611/723
8994/130	9075/467	9157/638	9341/959	9437/679	9482/981	9621/312
8994/131	9075/468	9157/639	9341/960	9437/680	9484/167	9622/084
8995/457	9075/469	9157/835	9341/962	9437/681	9485/593	9622/085
9001/452	9080/872	9166/830	9347/470	9437/682	9485/594	9623/604
9001/453	9085/531	9166/837	9352/804	9437/683	9491/527	9623/605
9001/454	9099/906	9169/393	9361/565	9441/160	9495/269	9623/606
9001/455	9101/032	9169/394	9361/566	9442/494	9498/310	9623/607
9001/456	9102/501	9181/445	9366/602	9443/117	9500/229	9623/608
9001/457	9102/502	9181/446	9371/922	9443/118	9500/951	9623/609
9001/458	9106/040	9208/354	9375/940	9443/119	9500/952	9623/610
9001/459	9109/388	9210/643	9375/941	9443/120	9500/953	9623/611
9002/160	9109/389	9210/921	9375/942	9443/121	9501/211	9623/612

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30/05/2010 \$0 2010B



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
9623/613	9673/428	9728/543	9829/356	9970/948	10075/222	10204/122
9623/614	9674/805	9728/544	9829/357	9970/951	10079/554	10204/123
9623/615	9675/728	9728/545	9829/358	9970/952	10079/690	10204/124
9623/616	9677/740	9728/546	9830/401	9970/953	10083/993	10215/726
9623/617	9679/029	9728/547	9830/402	9970/954	10086/279	10216/287
9623/619	9679/033	9728/548	9830/403	9972/230	10086/280	10216/288
9626/019	9679/311	9740/398	9830/404	9972/231	10090/359	10224/123
9628/020	9684/869	9742/415	9832/647	9972/232	10090/360	10240/186
9628/953	9687/142	9746/039	9840/914	9972/233	10090/361	10240/187
9626/955	9687/143	9748/454	9840/915	9972/234	10090/362	10240/188
9626/956	9687/144	9748/556	9849/394	9972/235	10090/363	10240/535
9626/957	9687/145	9748/557	9849/395	9972/236	10090/364	10246/337
9630/212	9688/099	9748/558	9861/497	9972/237	10090/365	10246/575
9630/984	9688/101	9750/863	9865/261	9972/238	10091/035	10250/581
9630/890	9688/102	9759/775	9874/890	9987/218	10091/036	10252/421
9630/992	9688/103	9759/776	9882/117	9987/219	10091/277	10252/422
9630/994	9688/104	9759/778	9885/340	9987/220	10092/073	10252/423
9633/191	9688/105	9759/779	9885/341	9987/221	10092/778	10252/424
9633/192	9688/106	9759/780	9885/342	9987/222	10092/780	10252/425
9633/683	9688/107	9760/269	9905/357	9987/223	10096/166	10252/427
9634/398	9691/598	9764/099	9905/358	9987/224	10098/928	10252/428
9634/399	9692/231	9764/100	9905/359	9987/225	10099/872	10252/429
9634/400	9693/576	9764/101	9910/749	9997/135	10100/202	10254/071
9638/744	9694/005	9765/602	9918/721	10003/280	10105/316	10262/461
9644/523	9694/335	9765/603	9918/722	10003/281	10105/927	10262/462
9649/080	9695/440	9766/531	9923/709	10014/256	10105/928	10266/617
9649/081	9696/624	9766/532	9923/710	10014/257	10106/700	10266/618
9649/082	9702/390	9767/467	9923/711	10027/604	10109/025	10266/741
9649/083	9705/352	9768/570	9923/712	10027/605	10109/638	10266/742
9650/368	9707/102	9768/571	9947/123	10027/606	10109/637	10266/743
9650/372	9708/147	9769/942	9947/617	10028/646	10112/478	10266/744
9650/990	9709/028	9770/105	9947/618	10028/647	10112/479	10268/651
9650/991	9709/029	9770/106	9947/619	10032/880	10112/670	10268/652
9651/522	9712/250	9770/107	9948/964	10032/881	10112/671	10268/653
9651/523	9713/988	9774/204	9948/965	10036/124	10112/672	10268/654
9651/524	9714/155	9775/458	9950/364	10037/611	10112/673	10277/878
9651/525	9714/156	9792/813	9951/490	10041/276	10112/674	10285/602
9651/526	9720/177	9793/360	9952/991	10041/277	10115/393	10285/603
9651/527	9724/873	9793/942	9957/021	10041/371	10120/421	10290/323
9651/528	9724/874	9793/943	9957/022	10042/477	10129/463	10290/892
9658/130	9724/875	9795/892	9957/039	10042/478	10130/052	10301/438
9658/132	9724/876	9800/718	9957/043	10044/151	10130/069	10303/154
9659/213	9724/877	9800/719	9957/044	10048/733	10131/615	10313/134
9660/062	9724/878	9806/588	9957/078	10050/965	10153/600	10313/135
9662/160	9724/879	9806/589	9960/867	10053/295	10153/601	10313/734
9665/565	9724/880	9811/874	9965/837	10053/790	10153/602	10315/519
9666/175	9724/881	9814/220	9965/838	10053/791	10154/036	10316/140
9666/176	9726/419	9820/889	9965/839	10060/124	10156/380	10316/288
9666/183	9726/420	9821/870	9965/840	10062/529	10156/381	10316/289
9666/184	9728/023	9823/135	9965/841	10062/530	10159/328	10316/290
9666/185	9728/024	9823/136	9970/942	10070/496	10162/885	10316/349
9666/186	9728/025	9823/137	9970/943	10073/293	10164/963	10316/350
9670/658	9728/537	9823/138	9970/944	10073/294	10175/560	10318/536
9671/129	9728/539	9824/685	9970/945	10073/295	10185/068	10318/537
9673/427	9728/541	9826/511	9970/946	10073/296	10190/317	10333/066

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
10333/067	10526/721	10658/192	10792/448	10946/870	11132/117
10334/568	10528/300	10682/498	10797/261	10946/871	11132/118
10335/655	10528/301	10662/905	10797/262	10946/872	11132/119
10335/711	10531/043	10664/424	10799/136	10946/873	11132/121
10335/712	10531/176	10685/975	10799/137	10946/874	11132/122
10344/121	10531/177	10685/976	10800/510	10946/875	11139/257
10344/122	10531/178	10686/142	10800/511	10946/876	11139/643
10344/123	10532/115	10686/732	10802/054	10948/003	11139/652
10344/124	10544/088	10886/733	10802/055	10948/004	11139/655
10344/125	10545/750	10688/266	10802/058	10959/268	11139/664
10344/126	10548/731	10688/267	10807/165	10975/323	11139/674
10344/127	10552/867	10688/269	10813/586	10976/085	11139/675
10346/494	10556/170	10688/270	10817/337	10988/204	11152/077
10353/886	10558/304	10693/364	10817/338	10988/545	11161/381
10354/999	10561/160	10693/365	10817/868	10995/844	11161/384
10355/000	10561/161	10694/988	10819/698	10995/845	11161/386
10355/953	10561/162	10694/989	10820/188	10995/846	11164/783
10369/869	10561/163	10700/037	10820/189	10996/773	11179/263
10369/870	10562/111	10700/038	10822/044	10996/774	11179/264
10369/871	10562/294	10701/532	10822/045	11005/306	11179/265
10374/889	10566/432	10703/118	10828/645	11005/307	11179/266
10377/057	10566/433	10703/119	10828/646	11005/737	11179/267
10377/058	10570/229	10705/178	10828/647	11006/657	11179/288
10377/059	10570/230	10708/397	10831/730	11009/588	11179/269
10377/060	10571/375	10708/398	10831/731	11009/589	11179/270
10389/470	10571/376	10709/167	10842/954	11010/176	11179/271
10390/602	10588/637	10716/689	10842/955	11016/854	11179/272
10390/930	10593/753	10717/931	10847/300	11016/855	11179/273
10390/931	10593/754	10717/932	10848/470	11021/249	11179/274
10394/754	10594/817	10722/615	10849/145	11027/399	11179/479
10396/229	10611/318	10722/616	10849/430	11033/541	11179/674
10396/230	10611/319	10725/166	10849/432	11040/580	11182/695
10397/864	10611/320	10725/167	10850/783	11041/327	11190/398
10397/865	10611/397	10731/389	10853/767	11041/824	11191/485
10397/866	10611/398	10737/775	10853/768	11054/168	11191/486
10397/867	10818/032	10737/776	10854/734	11054/169	11196/226
10413/619	10620/794	10743/426	10861/940	11054/490	11196/588
10418/076	10620/795	10743/427	10870/979	11084/517	11208/128
10422/004	10629/942	10756/924	10870/980	11084/832	11208/177
10438/885	10632/525	10756/925	10871/183	11084/833	11208/231
10442/555	10632/526	10757/518	10871/184	11084/970	11208/537
10444/858	10632/527	10758/481	10875/508	11087/928	11208/608
10453/741	10632/738	10758/482	10880/402	11088/875	11208/625
10458/789	10632/904	10760/451	10880/894	11088/976	11209/231
10460/912	10632/966	10763/699	10893/028	11098/492	9488/220A
10465/096	10641/468	10773/948	10893/029	11098/493	
10465/836	10641/469	10773/949	10899/206	11103/769	
10469/542	10641/531	10786/540	10899/207	11109/680	
10469/543	10645/136	10786/541	10910/444	11111/297	
10470/800	10646/764	10788/845	10910/445	11115/575	
10470/801	10653/831	10788/846	10915/748	11115/576	
10477/531	10653/832	10788/647	10915/940	11117/092	
10495/800	10655/572	10791/617	10915/941	11117/093	
10498/611	10655/573	10791/618	10939/871	11121/146	
10526/720	10655/732	10791/977	10946/869	11126/028	

**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**



**Lodged by**

**Name:** MADDOCKS LAWYERS  
**Phone:** 03 9258 3320  
**Address:** COLLINS SQUARE, LEVEL 25, 727 COLLINS STREET MELB  
**Reference:** NJS:LMC:6001431.014  
**Customer code:** 1167E

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

**Land:(volume and folio)**

*Volume 11884 Folio 913*  
VOLUME 11833 FOLIO 383, ~~VOLUME 11855 FOLIO 682~~ AND VOLUME 11855 FOLIO 593

**Responsible authority:(full name and address, including postcode)**

MELTON CITY COUNCIL, 232 HIGH STREET MELTON VIC 3337

**Section and act under which agreement is made:**

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT (VIC) 1987

**A copy of the agreement is attached to this application:**

YES

**Signing:**

35271702A

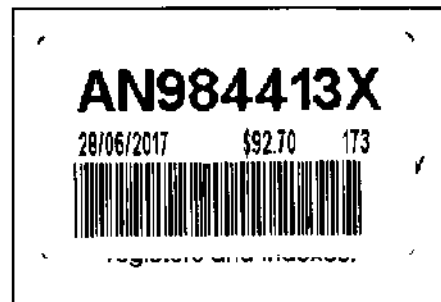
181PEA

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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 Planning and Environment Act 1987**



Executed on behalf of

Signer Name *ROBERT BAGGIO*

Signature

Execution Date *15 JUNE 2017*

Full Name of Witness *MORIS EDWARDS*

Witness Signature

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35271702A

181PEA

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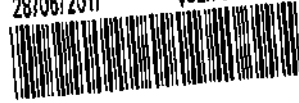
PA2017/5553

**AN984413X**

28/06/2017

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173



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[www.maddocks.com.au](http://www.maddocks.com.au)

DX 259 Melbourne

# Agreement under section 173 and Section 177 of the Planning and Environment Act 1987

**Land: 146 Diggers Rest-Coimadai Road, Diggers Rest**

**Melton City Council**  
and

**Avid Property Group Nominees Pty Ltd**  
ACN 088 212 631

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## Agreement under section 173 of the Planning and Environment Act 1987

Dated

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### Parties

Name	<b>Melton City Council</b>
Address	232 High Street, Melton, Victoria
Short name	<b>Council</b>

Name	<b>Investa Nominees (2) Pty Ltd ACN 128 351 011</b>
Address	Level 6, 126 Phillip Street, Sydney NSW 2000
Short name	<b>Former Owner</b>

Name	<b>Avid Property Group Nominees Pty Ltd ACN 088 212 631</b>
Address	Level 35, 259 George Street, Sydney NSW 2000
Short name	<b>Owner</b>

### Background

- A. The Council is the responsible authority under the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. The Council issued the Planning Permit in respect of and affecting Land, which includes condition 8 requiring the Previous Owner to enter into the Previous Agreement.
- D. The Previous Agreement was intended to secure the provision of development contributions for the development of the Land and record the agreement of the parties to implement the Public Infrastructure Plan ("PIP") under the Planning Permit in the course of developing the Land under the Planning Permit and Further Planning Permit(s).
- E. The Previous Agreement was entered into between the Council and the Previous Owner pursuant to section 173 of the Act, in order to:
  - E.1 Identify the obligations of the Owner to pay the Development Infrastructure Levy, or, in lieu of payment, undertake works for an Infrastructure Project or transfer land to Council, in accordance with the Public Infrastructure Plan approved by Council with respect to the Land; and
  - E.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

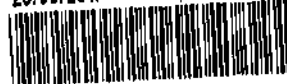


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- F. The Previous Owner transferred its interest and the Owner is now the registered proprietor of the Land.
- G. The Land is subject to registered mortgages No. AN150060H registered on 04 October 2016 and AM391599T registered on 08 December 2015 in favour of ANZ Fiduciary Services Pty Ltd (ACN100 709 493), which Mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement and, in the event that it becomes a mortgagee in possession, to be bound by this Agreement.
- H. The Parties now wish to terminate the Previous Agreement and enter into this Agreement to amend clause 3.3 of the Previous Agreement.

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**1. The Parties agree**

**1.1 Definitions**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise -

**Act** means the Planning and Environment Act 1987.

**Agreement** means this agreement, including any schedules or annexures and any agreement executed by the parties expressed to be supplemental to this Agreement. Where the Agreement refers to a document or Schedule that may be amended from time to time in writing, the most recent version of that document as approved by Council will be the relevant version for interpretation of this Agreement.

**Approved Plans** means the plans for each Infrastructure Project approved by Council under clause 3.5 of this Agreement.

**Contamination** means the presence in, on or under land (or surface water on or ground water under land) of any hazardous or toxic substance at a concentration above the concentration at which the substance is naturally present in, on or under land in the same locality.

**Council** means Melton City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

**DCP** means the Diggers Rest Development Contributions Plan dated March 2012, prepared by Growth Areas Authority as may be amended from time to time.

**DCP Value** means the amount for an Infrastructure Project as set out in the Works Schedule under the heading DCP Value (being the figures derived from the DCP), as indexed in accordance with this Agreement.

**Development Infrastructure Levy** means the amount required under the DCP to be paid towards the works, services and facilities in the Diggers Rest PSP Area as calculated in accordance with the DCP.

**Developed Lot** means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy has been satisfied.

**Further Planning Permit** means any permit granted for the balance of the Land.

**Infrastructure Project** means an infrastructure project included in the Works Schedule and in the DCP.

**Land** means the land contained in certificates of title volume 11833 folio 383, volume 11855 folio 082 and volume 11855 folio 593.

**Maintenance Period** has the meaning given in clause 7.2.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

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**party or parties** means the Owners and Council under this Agreement as appropriate.

**PIP** means the Public Infrastructure Plan as approved by Council consistent with condition 6 of the Planning Permit and in accordance with the DCP and as amended by Council from time to time noting that the parties agree that the PIP is intended to be the Public Infrastructure Plan for all Further Planning Permits.

**Planning Permit** means planning permit No PA2012/3787 issued by the Council under the Planning Scheme and which relates to the Land.

**Planning Scheme** means the Melton Planning Scheme and any other planning scheme which applies to the Land.

**Practical Completion** means a statement in writing prepared by the Council stating that the Works for an Infrastructure Project have been completed to the satisfaction of the Council.

**Precinct Structure Plan** means the plan prepared by Growth Areas Authority entitled the Diggers Rest Precinct Structure Plan dated March 2012.

**Previous Agreement** means the Agreement under section 173 of the Act between the Owner and Council dated 5 September 2016 and contained in Registered Instrument AL448715Q.

**Provision Trigger** means, the completion of a stage of the development under the Planning Permit or any Further Planning Permit as set out in the column entitled 'Provision Trigger' for each Infrastructure Project in the Works Schedule, or as otherwise agreed between the Owner and the Council in respect of development to be permitted under a Further Planning Permit.

**Serviced** means delivered with electricity, water, gas sewerage and any other service normal to the delivery of land to the relevant lot.

**Statement of Compliance** means a statement of compliance issued under the Subdivision Act 1988.

**Termination Date** means:

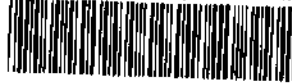
- (a) the latter of:
  - (i) The date upon which the Council reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement; and
  - (ii) The date upon which the Council notifies the Owner in writing that the Council no longer requires the Owner to perform its obligations under this Agreement; and
- (b) In respect of a Developed Lot, on the date of registration of the plan of subdivision creating that lot.

**Works** means the works required to construct an Infrastructure Project being those works as set out in the Works Schedule under the heading Description of Works which relate to the Land and in respect of which the Owner must submit detailed plans to Council's satisfaction in accordance with the Agreement.

**Works Schedule** means the Schedule of Works attached at Annexure A to this Agreement and as amended from time to time in accordance with this Agreement and which is available for inspection upon reasonable notice at the offices of the Council.

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**1.2 Interpretation**

In the interpretation of this Agreement (including its recitals and any schedules) except to the extent that the context otherwise requires:

- 1.2.1 Words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa.
- 1.2.2 Words (including defined expressions) denoting any gender will be deemed to include all other genders.
- 1.2.3 Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 1.2.4 References to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any by laws, local laws, licences, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it.
- 1.2.5 Headings are included for convenience only and will not affect the interpretation of this Agreement or any schedule.
- 1.2.6 References to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Agreement.
- 1.2.7 References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 1.2.8 Subject to the other provisions of this Agreement, reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it.
- 1.2.9 Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 1.2.10 Where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

---

**2. Owners' covenants**

- 2.1 The Owner acknowledges and agrees that, subject to clause 3:
  - 2.1.1 Prior to the issue of a Statement of Compliance for any stage of subdivision or any buildings and works that would otherwise trigger payment of the Development Infrastructure Levy of the Land it will pay to Council the Development Infrastructure Levy required for that stage unless otherwise agreed in writing by the Council.
  - 2.1.2 Prior to the issue of a Statement of Compliance for any stage of subdivision of the Land which would trigger a Provision Trigger, unless otherwise agreed with the Council it will deliver the triggered Infrastructure Project to the satisfaction of Council in accordance with this Agreement.

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2.1.3 In the event that the Owner seeks to amend the PIP for the Planning Permit or any Further Planning Permit it agrees to seek to amend the PIP for all planning permits issued affecting the Land.

2.1.4 All land transferred or vested in Council under this Agreement or any other authority following the completion of an Infrastructure Project must be:

- (a) free of all encumbrances (other than those approved by Council or any other relevant authority or government agency for the provision of services) and graded except as agreed by Council;
- (b) Serviced (except for roads) to the satisfaction of Council; and
- (c) free from surface rock, rubbish and Contamination to the satisfaction of Council except as agreed by Council.

2.1.5 Unless otherwise agreed in writing by the Council, all land transferred or vested in Council or any other authority must be accompanied by a certificate from the State Revenue Office certifying that GAIC has been paid in respect of that land and all GAIC liabilities in respect of the land must have been discharged.

2.1.6 Where liability of the Owner to pay GAIC is not triggered prior to transfer or vesting of any land to Council or another authority, or the Owner seeks to defer GAIC payment in accordance with the Act, the Council may agree in writing (subject to any conditions it sees fit) to accept the relevant land without discharge of GAIC liability in which case the Owner:

- (a) indemnifies the Council in respect of the GAIC liability;
- (b) must provide the Council with a bank guarantee from a banking institution approved by Council to the value of the GAIC liability prior to the issuing of a Statement of Compliance for the relevant plan of subdivision and/or the transfer of the land;
- (c) agrees that the Council may call upon the bank guarantee at its discretion to discharge any GAIC payment that becomes due and payable by Council in the event that the Owner does not pay such liability within 30 days of a written request of the Council;
- (d) must provide replacement bank guarantee(s) from a banking institution approved by Council by no later than 30 June each year to account for any increase in the GAIC rate specified under the Act.
- (e) And in any case must pay the GAIC amount to Council:
  - (i) within 5 years transfer or vesting of the land in Council (whether triggered by a Council activity at that time or not); or
  - (ii) or within 30 days of a written request by Council if a Council activity on the relevant land triggers a GAIC payment;

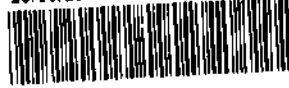
at which time the Council must return the bank guarantee to the Owner and shall assume all obligations in relation to the payment of the GAIC amount.

2.1.7 In respect of land vested in Council:



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- (a) the values in this Agreement are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of land;
- (b) upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of the value in the Works Schedule, unless or any other amount is agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the land; and
- (c) unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all reasonable costs and disbursements associated with that transfer or vesting as the case may be.

2.1.8 The Development Infrastructure Levy amount in clause 2.1.1 of this Agreement must be adjusted in accordance with the DCP.

2.2 The parties agree that should the Owner have paid to the Council the Development Infrastructure Levy for the entire area of the Land prior to the issue of the Statement of Compliance for any stage of subdivision for the Land or any buildings and works that would otherwise trigger payment of the Development Infrastructure Levy, no further Development Infrastructure Levy will be due to be paid by the Owner under this Agreement with respect to the development of the Land.

2.3 Any amount due under this Agreement but unpaid or not offset by a credit under clause 3 by the due date incurs interest at the rate prescribed under section 172 of the Local Government Act 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing.

2.4 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

---

### **3. Works in lieu of development contributions**

#### **Credit**

3.1 The parties acknowledge and agree that:

3.1.1 the Owner must in accordance with the PIP, construct or cause to be constructed Works or transfer or vest land in Council or any other authority as part of an Infrastructure Project (works-in-kind) and will receive a credit for the cost of that Infrastructure Project against the obligation to pay the Development Infrastructure Levy. Credits for works-in-kind will accrue on Practical Completion for the relevant Works unless otherwise agreed by Council in writing.

3.1.2 the credit to which the Owner shall be entitled to in respect of works-in-kind as referred to in clause 3.1.1 of this Agreement shall be the DCP Value where the whole of the project is provided or a percentage amount of the DCP Value equivalent to the percentage of the project completed, indexed in accordance with section 3.1.6 of the DCP unless expressly agreed in writing between the Council and the Owner. Such indexation will commence on the dates indicated in the note

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in the Works Schedule and the DCP Values will be revised on the anniversary of those dates;

- 3.1.3 the Owner must carry out the Works at its own cost and is responsible for all design and construction risks in relation to the Works; and
- 3.1.4 the Council has no responsibility for any costs incurred by the Owner in carrying out the Works other than variations to those Works undertaken at the written request of the Council where such variation is made subsequent to the issue of an approval to clause 3.6 of this Agreement.
- 3.1.5 Where the Owner has accrued works-in-kind credit which is in excess of the Development Infrastructure Levy liability under the DCP, the credit will be carried forward to offset future Development Infrastructure Levy liability. The credit balance will be indexed annually in accordance with Australian Bureau of Statistics 6401.0 Consumer Price Index CPI (All Groups) Melbourne to adjust for the effects of inflation. The first indexation will be applied on a prorata basis from the date Statement of Compliance was issued in respect of the development of the Land where a credit balance accrues to the end of that financial year (30 June). From that point on, the credit balance as exists at financial year end (30 June) will be indexed on that date until the Owner's credit has been fully exhausted, or only where the development of the Land is complete, the Credit has been paid out to the Owner if there is no further Development Infrastructure Levy liability to be offset.
- 3.1.6 The arrangements contemplated in clause 3.1 of this Agreement will not be a bar to the earlier issuance by Council of one or more Statements of Compliance for plans of subdivision provided such plans of subdivision do not trigger a Provision Trigger and any Development Infrastructure Levy liability is paid or offset by a works-in-kind credit.
- 3.1.7 In the event that the value of a Infrastructure Project changes in the DCP through the review process at Clause 3.1.7 of the DCP, the Owner may, in its absolute discretion, elect to pay the Development Infrastructure Levy in rather than undertaking Works and must submit an amended PIP for endorsement accordingly.

**Payment of Credit**

- 3.2 When an entitlement for a credit arises under clause 3.1 of this Agreement, an amount equal to the DCP Value (indexed in accordance with clause 3.1.2) is to be provided to the Owner as a credit against liability to pay a Development Infrastructure Levy, or if the value of all credits provided to the Owner exceeds the Owner's liability to pay a Development Infrastructure Levy for the full development of the Land, then, subject to clause 3.8, as a cash payment upon issue of a Statement of Compliance in respect of the final stage or Practical Completion of the final Infrastructure Project (whichever is the latter),
- 3.3 No payment of any Credit will occur before the full development of the Land unless otherwise agreed by Council.
- 3.4 Where a monetary payment is to be paid to the Owner under clause 3.2 of this Agreement it will be paid within 90 days of the event that triggers payment (other than due to any variations to the Works undertaken at the written request of Council).

**Approved Plans**

- 3.5 The Owner must prepare plans for each Infrastructure Project to the satisfaction of Council and submit such plans to Council for approval.

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- 3.6 Upon the approval by the Council of the Approved Plans there will be no further variations to the Approved Plans without the prior written agreement of the Council in its capacity as responsible authority.
- 3.7 The Works undertaken by the Owner for an Infrastructure Project must:
  - 3.7.1 be constructed in accordance with the Approved Plans;
  - 3.7.2 accord with any conditions on the Approved Plans;
  - 3.7.3 be constructed to the satisfaction of Council;
  - 3.7.4 be in accordance with the specifications, requirements and any necessary approvals of all relevant authorities;
  - 3.7.5 be maintained free of defects for a period of 3 months from the date of that the works vest in Council pursuant to clause 7.1. or the date of Practical complete where the land is already vested in Council;
  - 3.7.6 comply with any State or Federal law.

**Credit Rollover**

- 3.8 In the event that the Owner may be provided with a cash payment by Council in accordance with clause 3.2 of this Agreement, the Council may at the request of the Owner, using its absolute discretion, apply such credit as a paid Developer Infrastructure Levy to any other parcel of land (which is additional to the Land which are contemplated by this Agreement) within the DCP which is owned by the Owner.
- 3.9 If any credit is to be applied to other land parcel/s in accordance with clause 3.8 of this Agreement, the parties agree to use best endeavours to either amend this Agreement in accordance with the Act, or enter into a new agreement containing the same terms as this Agreement, such that it applies to the new title of land and such that it reflects the Infrastructure Projects that remain to be completed by the Owner. Council agrees that it will thereafter register such agreement on that new title of land.

---

**4. Further Covenants of the Owners**

- 4.1 The Owner warrants and covenants with the Council that:
  - 4.1.1 Save as shown in the certificate of title to the Land , there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the 85 Davis Road Land, or any part thereof and not disclosed by the usual searches.
  - 4.1.2 No part of the Land is subject to any right obtained by adverse possession.
  - 4.1.3 Other than as disclosed (or in respect of a future Developed Lot) it has not entered into any contract of sale or lease in respect of the Land or any part thereof which option, contract or lease is still subsisting.
  - 4.1.4 Until this Agreement is recorded on the folio of the register which relates to the Land it will not after the date of this Agreement sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first providing to their successors a copy of this Agreement.

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4.1.5 The Owner will within 28 days of written demand pay to the Council the Council's reasonable costs (including legal costs) and expenses of and incidental to the preparation, execution any amendment of, and registration and if the Owner is in breach of this Agreement enforcement of the Agreement and the consideration, assessment negotiation and registration of any proposed amendment to this Agreement. To the extent that such costs and expenses constitute legal professional costs, the Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties shall be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner. Such costs payable by the Owner shall include the costs and disbursements associated with the registration of the Agreement on the titles to the Land and removal therefrom.

4.2 Subject to clauses 10 and 22, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, it, and the Owner's successors in title, will:

4.2.1 give effect to, do all acts and sign all agreements requiring those successors to give effect to this Agreement; and

4.2.2 execute a deed agreeing to be bound by this Agreement.

**5. Council's covenants**

The Council agrees that:

5.1 It must apply the Development Infrastructure Levy paid by the Owner towards the construction of Infrastructure Projects.

5.2 The total of the Development Infrastructure Levy paid by the Owner, will be held and applied by the Council as a payment under the DCP.

5.3 When the Works for an Infrastructure Project have reached completion to the satisfaction of Council, the Council must issue Practical Completion for those Works.

**6. Application of contributions**

The parties acknowledge and agree that:

6.1 The Council may in its absolute discretion determine how, and to which Infrastructure Projects, it directs the application of the Development Infrastructure Levy;

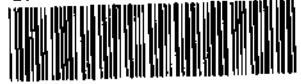
6.2 In the event that the Council has insufficient funds to complete all Infrastructure Projects under the DCP, it must apply towards the Infrastructure Projects any funds it has received from the Owner as a Development Infrastructure Levy in accordance with the DCP and the Act; and

6.3 The Council will account for all Development Infrastructure Levy payments made by the Owner within an account relevant to the DCP. All funds will be held within an interest bearing account with a major Australian trading bank.

6.4 The Council are to provide a quarterly report on request by the Owner detailing the status of the account.

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6.5 The Council will maintain a record of any credit accrued pursuant to clause 3.1 in relation to the Land, and update that record from time to time as necessitated by the application of the credit against the obligation to pay a Development Infrastructure Levy or the delivery of further DCP items by the Owner or the transfer of credit in accordance with clause 18.3. The Council will provide a quarterly report on request by the Owner of any credit to which the Owner is entitled to.

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**7. Transfer of ownership of works**

7.1 The ownership of the land containing the Works and the Works will transfer to the Council upon registration of the plan of subdivision relating to the Provision Trigger.

7.2 All Works undertaken by the Owner will be subject to a bank guarantee or other form of security to the satisfaction of Council to the value of 5% of the cost of the Works for a period of 3 months from ("Maintenance Period"):

7.2.1 the date of Practical Completion; or

7.2.2 in the case of Works that are situated on private land, the transfer of title in respect of that land to Council or any other relevant authority or government agency.

7.3 In the event that the Works are not maintained to Council's satisfaction for the Maintenance Period, the Council may, in the event of the Owner not complying with a written direction from the Council to undertake the necessary maintenance and in its discretion, use the bank guarantee provided under clause 7.2 of this Agreement, or any other form of security as is provided as the case may be to correct any defects in the Works undertaken. The bank guarantee or other form of security will be returned to the Owner after the expiry of the maintenance period less any monies utilised to correct any defects in the Works.

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**8. Public open space**

8.1 Subject to clause 8.2, the Owner must provide to Council public open space or cash in lieu of public open space:

8.1.1 as required under clause 52.01 of the Planning Scheme, the PSP and the DCP;

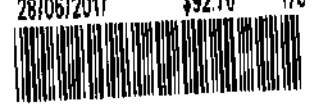
8.1.2 at the direction of and to the satisfaction of the Council.

8.2 The Council acknowledges and agrees that where the public open space provision on the Land is in excess of percentage open space requirements for subdivision of land under the Planning Scheme, the Owner is entitled to cash reimbursement from Council to equalise the value of the excess contribution of the public open space as determined in accordance with R26 within the PSP and section 3.1.4 of the DCP (as amended from time to time).

8.3 Council will pay to the Owner any cash reimbursement under clause 8.2 within 120 days of the end of the development of the Land.

8.4 Nothing in this Clause 8 derogates from the requirement of the Owner to undertake landscaping throughout the Land in accordance with the requirement of the Planning Permit or any Further Planning Permit.

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**9. Registration of Agreement**

The parties agree and the Owner acknowledges that the Council will forthwith after the execution of the Agreement register the Agreement on the titles of the Land pursuant to the provisions of Section 181 of the Act.

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**10. Not used**

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**11. Amendment**

This Agreement may be amended only in accordance with the requirements of the Act.

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**12. Waiver**

No waiver by any party of any default in the strict and literal performance of or compliance with any provision condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

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**13. No fettering of Council's powers**

13.1 The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

13.2 For clarity, nothing in this Agreement which provides for the provision of contributions to the Infrastructure Projects shall fetter the Council's ability to require the Owners to

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**14. Notice**

14.1 All notices and other communications provided for or permitted by this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the parties as specified in this Agreement or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

14.1.1 not later than two business days after being deposited in the mail with postage prepaid;

14.1.2 when delivered by hand;

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- 14.1.3 if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- 14.1.4 if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

**15. Costs on Default**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

**16. Jurisdiction**

This Agreement will be governed by and construed in accordance with the law of the State of Victoria and each of the parties hereby submits to the jurisdiction of the Courts of the State of Victoria and the Victorian Civil and Administrative Tribunal.

**17. Invalidity of any Clause**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

**18. Agreement Binding on Successors of Owner**

- 18.1 Subject to clause 22, this Agreement will extend to and bind the Owners' successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them shall also be binding on their successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
- 18.2 Nothing in this Agreement prevents the Council from endorsing a public infrastructure plan and entering into arrangements with another person which apply to the Infrastructure Projects listed in the Schedule provided that reasonable prior notice is , provided to the Owner and opportunity given to make any consequential amendments to the PIP given.
- 18.3 Council acknowledges that the credit accrued to the Owner under this Agreement may be transferred by the Owner:
  - 18.3.1 In the event that the Owner were to transfer part of the Land to another person it may also in writing transfer an amount of credit to that person not exceeding the future Development Infrastructure Levy obligations for the transferred land.
  - 18.3.2 In the event that the Owner were to transfer all of the Land to another person (or such part of the land that remains undeveloped) then any credit at the time of that transfer will pass to the transferee.

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18.3.3 The obligation upon Council to pay a credit under Clause 3.2, 3.3, 3.4 remains in place such that no credit payment will be made to any person until completion of full development of the Land, unless otherwise agreed with Council in writing.

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**19. Not used**

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**20. Joint obligations**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

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**21. Gst**

- 21.1 In this clause, 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 21.2 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 21.3 Amounts payable and consideration provided under or in respect of this Agreement are GST exclusive.
- 21.4 The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 21.5 A party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

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**22. Withholding Tax**

- 22.1 If Subdivision 14 –D of Schedule 1 of the Taxation Administration Act 1953 (Cth) (**Tax Act**) applies to the transfer or vesting of any land pursuant to the terms of this Agreement, and the Owner does not provide a Clearance Certificate to the Council, the Owner indemnifies the Council against any penalties, fines, legal costs, claims, losses or damages which the Council may incur due to the Owner's non-compliance with the Tax Act.
- 22.2 If the Owner gives to the Council a clearance certificate issued by the Commissioner of Taxation under subsection 14-220 of Schedule 1 of the Tax Act (**Clearance Certificate**), the Council must not withhold any money payable by the Council to the Owner, or any Credits attributable to the Owner pursuant to this Agreement, for the purpose of Subdivision 14-D of Schedule 1 of the Tax Act





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**23. The parties agree**

- 23.1 The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to give full effect to the terms of this Agreement and to enable the Council to register this Agreement on the titles to the 85 Davis Road Land in accordance with the Act.
- 23.2 The Agreement shall commence on the date that it bears.
- 23.3 This Agreement shall end or cease to apply to a Developed Lot (as the case may be) on the Termination Date.
- 23.4 Upon the issue of a Statement of Compliance for a stage of development of the Land, the Council will, at the request and cost of the Owner, issue the Owner (or as the Owner may direct) with a signed application to the Land Registry under section 183(1) of the Act to remove the recording of this Agreement in the Register on the folio or folios of the register which relates to each of the individual lots (not including lots which Council considers, acting reasonably, are intended to further subdivided in any subsequent stage of development) within that stage of subdivision so as to enable the sale of the individual lots within that stage to proceed unencumbered by this Agreement.

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**24. Limitation of liability**

- 24.1 The Owner enters into this Agreement solely in its capacity as trustee of the following trusts (each a "Trust") and in no other capacity:
  - 24.1.1 Diggers Rest Trust A;
  - 24.1.2 Diggers Rest Trust B; and
  - 24.1.3 Diggers Rest Trust C.
- 24.2 A liability arising under or in connection with this Agreement can be enforced against the Owner only to the extent to which it can be satisfied out of the property of the Trust out of which the Owner is actually indemnified for the liability.
- 24.3 The limitation of the Owner's liability contained in this clause 23 applies notwithstanding any other provisions of this Agreement and extends to all liabilities and obligations of the Owner in connection with this Agreement.
- 24.4 Council may not sue the Owner in any capacity other than as trustee of the Trust, including seeking the appointment to the Owner of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- 24.5 The provisions of this clause 23 will not apply to any liability or obligation of the Owner to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Owner's own fraud, gross negligence or breach of trust or breach of duty.

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**25. Termination of Previous Agreement**

- 25.1 The Parties agree that the Previous Agreement will end pursuant to section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.
  
- 25.2 After the ending of the Previous Agreement, Council will, at the request and expense of the Owner, inform the Registrar of Titles in the prescribed manner of the ending of the Previous Agreement pursuant to section 183(1) of the Act.

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# Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Melton City Council )  
was hereunto affixed in the presence of: )



*[Handwritten Signature]*  
.....  
.....

Councillor

Chief Executive Officer

Executed by Investa Nominees (2) Pty Ltd ACN 128 )  
351 011 in accordance with section 127(1) of the )  
Corporations Act 2001 (Cwlth) by authority of its )  
directors:

.....  
Signature of director

.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

.....  
Name of director (block letters)

.....  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

Executed by Avid Property Group Nominees Pty )  
Ltd ACN 088 212 631 in accordance with section )  
127(1) of the Corporations Act 2001 (Cwlth) by )  
authority of its directors:

*[Handwritten Signature]*  
.....

Signature of director

**Cameron Holt**  
.....  
Name of director (block letters)

*[Handwritten Signature]*  
.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

**Nicole Bannerman** (17.05.2017)  
.....  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

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# MORTGAGEE'S CONSENT - ANZ Fiduciary Services Pty Ltd

**ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493)** as mortgagee under mortgage No. AM391599T and mortgage No. AN150060H acknowledges and agrees to be bound by the terms of this Agreement as it affects the land the subject of the mortgage.

**DATED:**


SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by  
**KIT LIEW**

who certifies that she/he is a  
**MANAGER**  
Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney  
Registered

dated **20/11/15** in the presence of:

.....  
Witness: **Alison Carlin**

.....  
Attorney

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**ANNEXURE A**

Schedule has been updated to reflect current DCP rates as at the date of this Agreement.

Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-In-Kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
CI01	Community Facilities	Local Town Centre	Multi-purpose Community Centre (Local Town Centre). Purchase of land (0.8 hectares) and construction of all components of a level 2 multi-purpose community centre, including kindergarten, Maternal & Child Health and meeting spaces	Provision of land (0.8 hectares)	Yes	\$1,000,000	100%	No earlier than 30 June 2016 and no later than 30 June 2017, or at such other time as agreed in writing by the Responsible Authority.
OSD2	Active Recreation	Diggers Rest Community Hub	Indoor Active Recreation (Diggers Rest Community Hub). Purchase of 1.00 hectares for indoor recreation facility	Provision of land (1.00 hectares) for the Indoor Recreation Centre	Yes	\$1,250,000	100%	No earlier than 30 June 2017, and no later than 30 June 2018, or at such other time as agreed in writing by the Responsible Authority.

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
OSO3	Active Recreation	Diggers Rest Recreation Reserve	Diggers Rest Recreation Reserve (Diggers Rest Community Hub). Purchase of 1.00 hectares of additional land for Diggers Rest Community Hub (adjoining the existing Diggers Rest Recreation Reserve.)	Provision of land (1.00 hectares) for Diggers Rest Community Hub	Yes	\$1,250,000	100%	No earlier than 30 June 2017, and no later than 30 June 2018, or at such other later time as agreed in writing by the Responsible Authority.
RD02	Roads	Pedestrian operated Signals	Vineyard Road: Pedestrian Operated Signals (POS) Construction of pedestrian operated signals to be located on Vineyard Road (between Houdini Drive and Licence Road)	Vineyard Road: Pedestrian Operated Signals (POS) Construction of pedestrian operated signals to be located on Vineyard Road (between Houdini Drive and Licence Road)	Yes	\$323,039.30	100%	The issue of Statement of Compliance in which creates a Developed Lot within properties 7 or 8 as identified in the DCP.
RD03	Roads	Diggers Rest Township Road Upgrade	Diggers Rest Township: Road Upgrade Works.	Upgrade to Plumpton Road between Houdini	Yes	\$3,707,485.38	41%	The issue of Statement of Compliance for the last stage of development in

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			Construction of road upgrade works within existing Diggers rest township	Drive and Licence Road		Plumpton Road Component \$1,525,914.32		property 4, as identified in the DCP, or no later than 31 December 2014, or at such later time as agreed in writing by the Responsible Authority.
IT02	Roads and Intersection	Interim Vineyard Road and Houdini Drive Signalised Intersection	Vineyard Road and Houdini Drive: Construction of 4-way intersection (Interim layout). Purchase of 0.17 hectares of additional required land (ultimate land take)	Vineyard Road and Houdini Drive: Construction of 4-way Intersection (Interim layout) delivering full 340 metre extent of interim Houdini through the NAC. Purchase of 0.17 hectares of additional land required (ultimate land take)	Yes	\$7,594,726.90  Interim intersection with 340 lineal metres of Houdini Drive \$3,011,490.76  Provision of Land 0.17 hectares \$66,000	40%	Prior to the occupancy of a building in the town centre, as defined in the concept plan – figure 2 of the PSP.
IT02	Roads and Intersection	Interim Houdini and Vineyard Signalised Intersection	Vineyard Road and Houdini Drive: Construction of 4-way intersection (interim layout). Purchase of 0.17 hectares of additional	Vineyard Road and Houdini Drive: Construction of 4-way intersection (Interim ultimate) as identified in the DCP.	Yes	\$7,594,726.90  Balance of DC project value Interim intersection \$4,517,236.14	60%	When both of the following have occurred: 1. The issue of Statement of Compliance for the 425 <sup>th</sup> Developed Lot within the 85 Davis Road Land and 2. The occupancy of a building within the town centre.

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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			required land (ultimate land take)					Or, at the issue of Statement of Compliance for the stage that contains the 800 <sup>th</sup> Developed Lot in the PSP area, whichever occurs first.
IT03	Roads and Intersection	Vineyard Road and Licence Road Intersection	Vineyard Road and Licence Road: Intersection. Construction of roundabout (interim layout). Purchase of 0.45 hectares of additional required land (ultimate land take)	Vineyard Road and Licence Road: Intersection. Construction of roundabout (interim layout).	Yes	\$4,911,040.35  Intersection Construction \$4,736,040.35  Land take relates to others	96%	The issue of Statement of Compliance for the stage that contains the 1000 <sup>th</sup> Developed Lot within the PSP area;  Or, the construction of either leg of the east-west extension to Licence Road where it intersects with Vineyard Road, whichever occurs first.
IT05	Roads and Intersection	Diggers Rest-Coimadal Road and North South Connector Intersection	Diggers Rest-Coimadal Road and North South Connector: Intersection. Construction of intersection (interim layout). Purchase of 0.20 hectares of additional	Diggers Rest-Coimadal Road and North South Connector: Intersection. Construction of intersection (interim layout). Purchase of 0.20 hectares of additional	Yes	\$3,035,180.29	100%	The issue of Statement of Compliance for the first stage in property 6 or the employment land component of property 7 as identified in the DCP.



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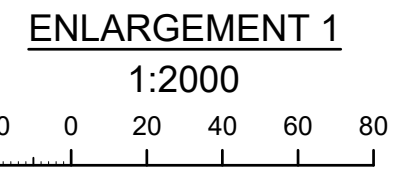
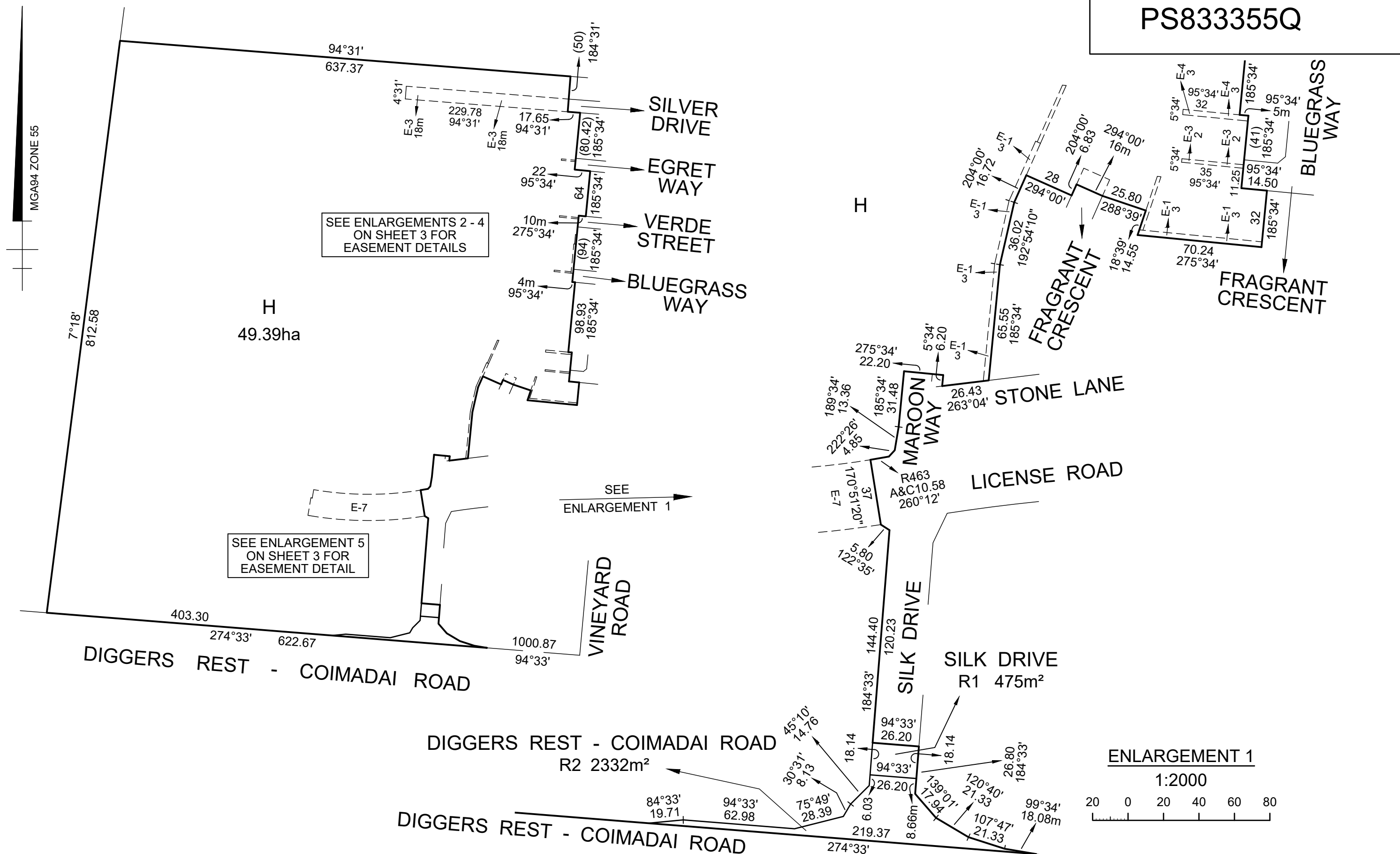
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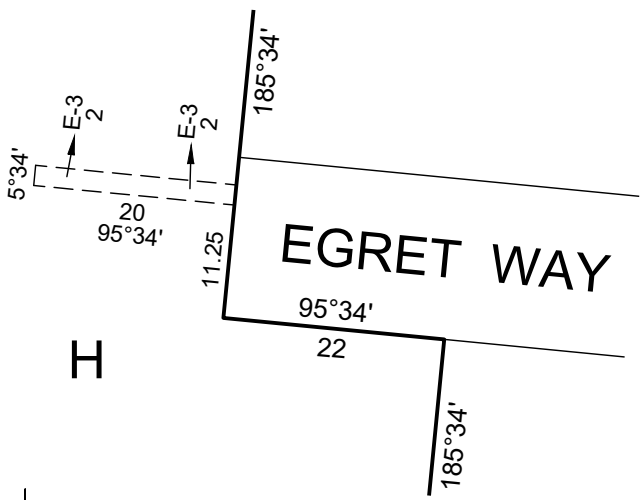
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Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			required land (ultimate land take).	required land (ultimate land take).				
IT06	Roads and Intersection	Davis Road and North Bound On Ramp Intersection	Davis Road and North Bound On Ramp: Intersection of roundabout (ultimate layout). Purchase of 0.32 hectares of additional required land (ultimate landtake).	Davis Road and North Bound On Ramp: Purchase of 0.14 ha of additional required land (ultimate land take)	Yes	\$2,230,408.75  Land purchase 0.14 hectares \$47,687.50	2%	The issue of Statement of Compliance for the stage of development in property 3 that abuts the roundabout or at such other time as agreed in writing by the Responsible Authority.

*Note (as referred to in clause 3.1.2): DCP Value includes Construction Costs indexed to 1 January 2014 & Land valued to 1 July 2013*

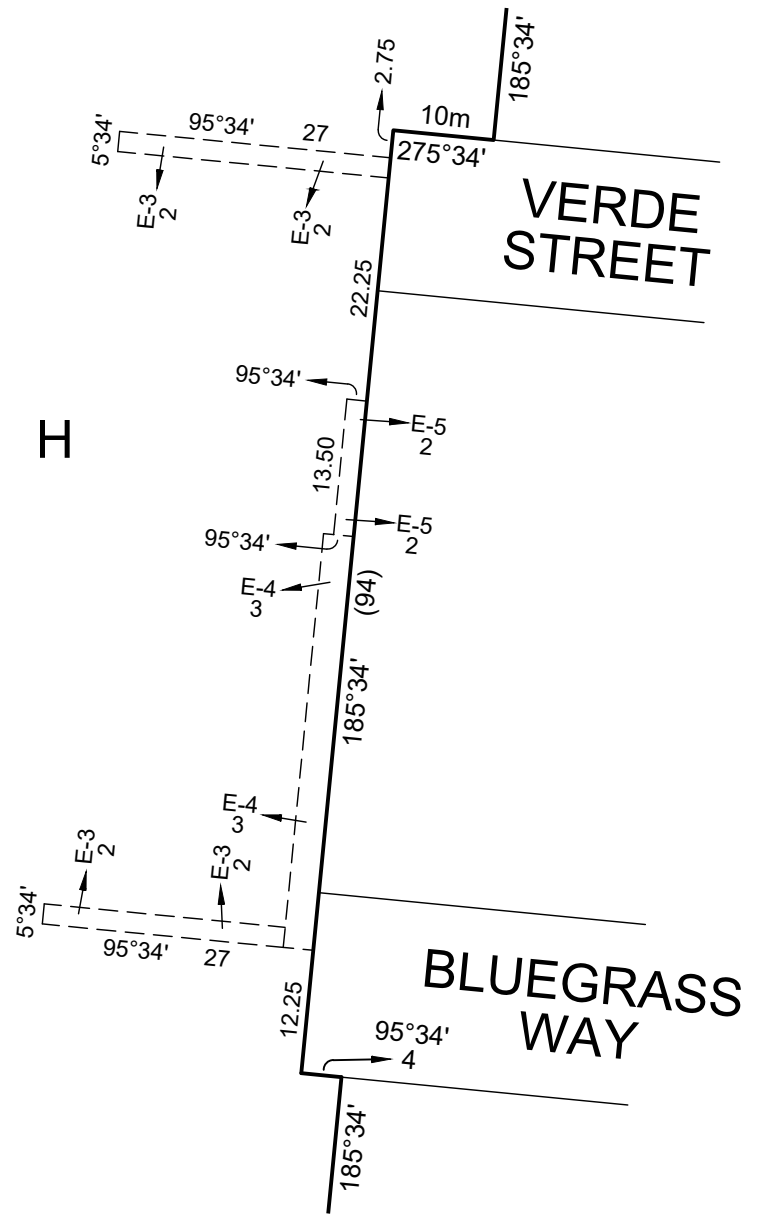
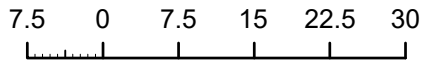
<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS833355Q</b>	
<b>LOCATION OF LAND</b>  PARISH: <b>HOLDEN</b> TOWNSHIP: ..... SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: ..... TITLE REFERENCE: Vol. Fol.  LAST PLAN REFERENCE: Lot G on PS821130J  POSTAL ADDRESS: Diggers Rest - Coimadai Road (at time of subdivision) DIGGERS REST 3427  MGA 94 CO-ORDINATES: E: 296 690 ZONE: 55 (of approx centre of land N: 5832 980 in plan)		Council Name: Melton City Council  Council Reference Number: Sub5464 Planning Permit Reference: PA2017/5553 SPEAR Reference Number: S145807S  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Geraldine Addicott for Melton City Council on 20/01/2020		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
Road R1	Melton City Council			
Road R2	Roads Corporation			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey in BP3350U.  STAGING: This is not a staged subdivision.  This survey has been connected to permanent marks Holden PM14 and Holden PM57 in Proclaimed Survey Area: (Not Applicable).				
<b>BLOOMDALE - Release No. 31B</b>				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diagram	PS821128U	Melton City Council
	Sewerage			Western Region Water Corporation
E-2	Sewerage	See Diag.	PS821128U	Western Region Water Corporation
E-3	Drainage	See Diag.	PS821127W	Melton City Council
E-4	Drainage	See Diagram	PS821127W	Melton City Council
	Sewerage			Western Region Water Corporation
E-5	Sewerage	See Diag.	PS821127W	Western Region Water Corporation
E-6	Drainage	See Diag.	PS821128U	Melton City Council
E-7	Drainage	See Diagram	PS821128U	Melton City Council
	Sewerage			Western Region Water Corporation
	Power Line		PS821128U Section 88 Electricity Industry Act 2000	Jemena Electricity Networks (Vic) Ltd
<b>TAYLORS</b>		SURVEYORS FILE REF: Ref. 01112-31B Ver. 2		ORIGINAL SHEET SIZE: A3
Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorssds.com.au		Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (2), 10/10/2019, SPEAR Ref: S145807S		
		SHEET 1 OF 3		





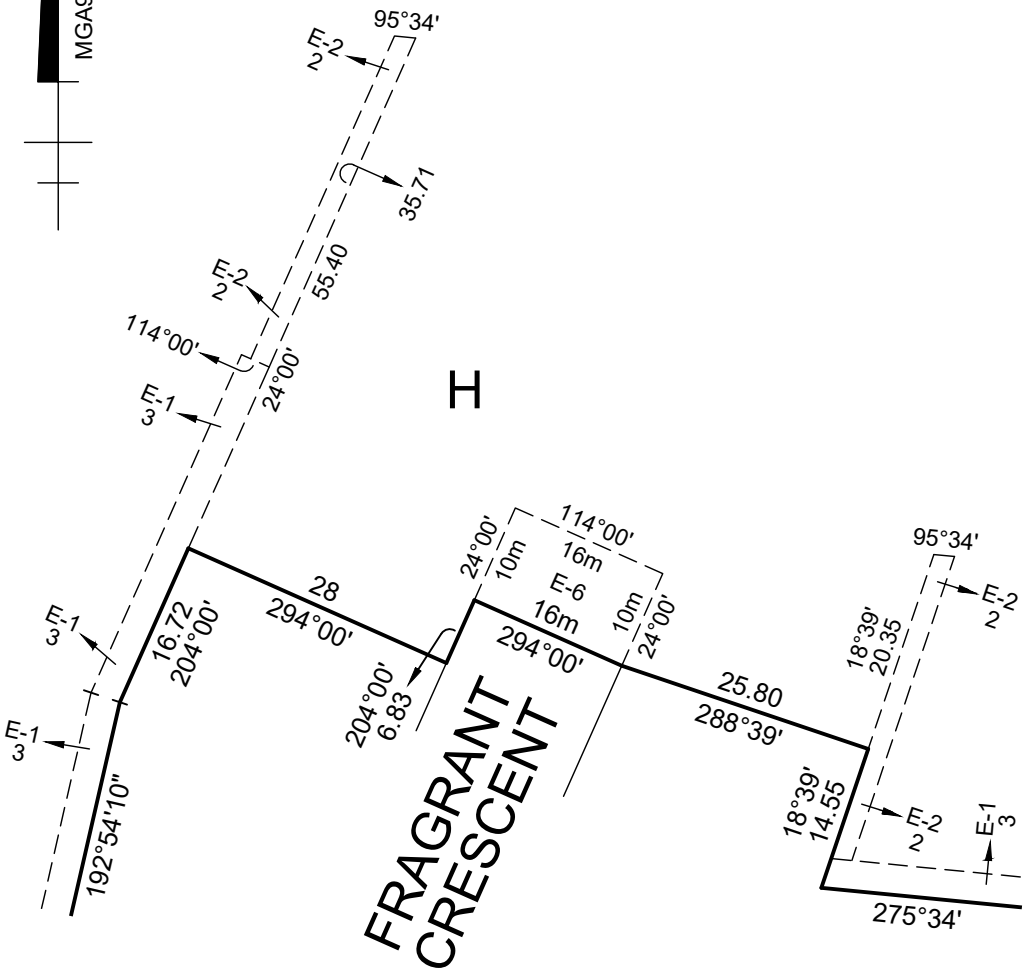
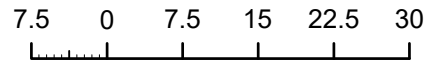
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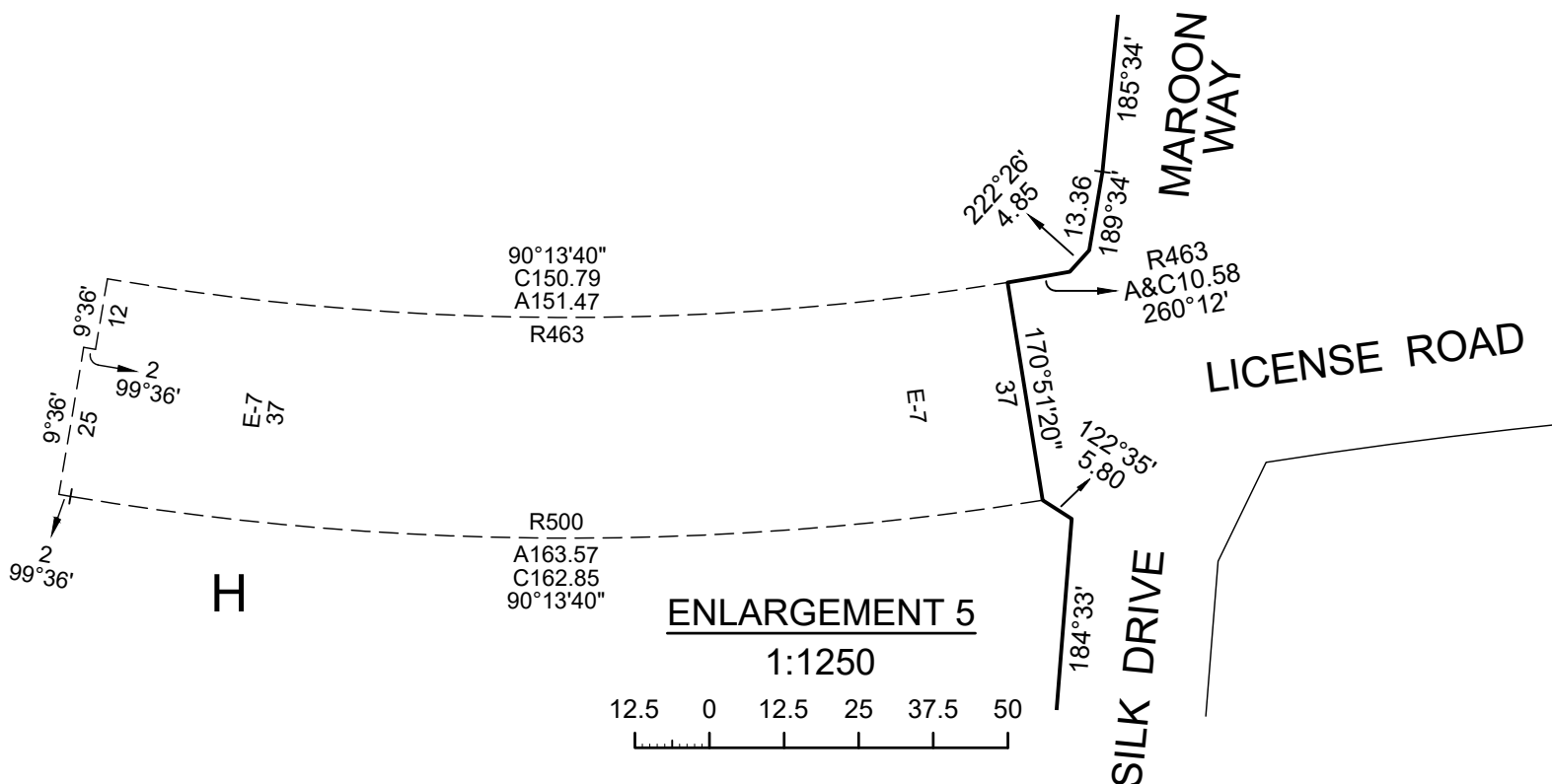
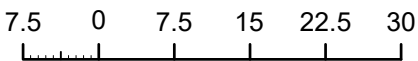
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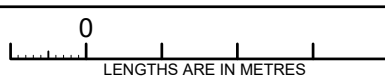
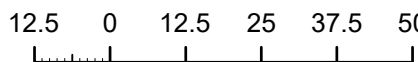
ENLARGEMENT 4

1:750



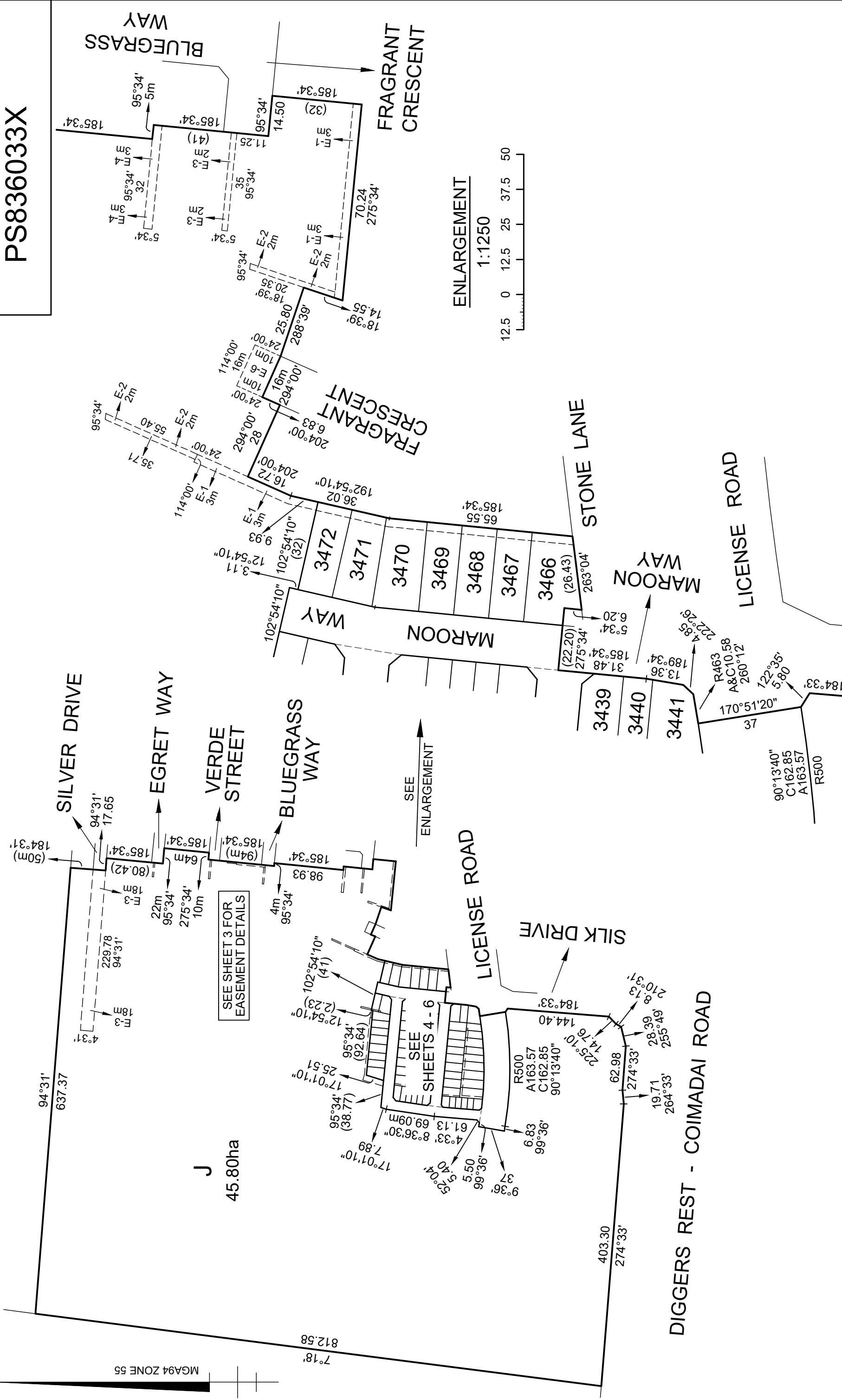
ENLARGEMENT 5

1:1250



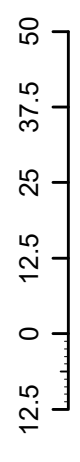
<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS836033X</b>
<b>LOCATION OF LAND</b>  PARISH: <b>HOLDEN</b> TOWNSHIP: SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: TITLE REFERENCE: Vol. Fol.  LAST PLAN REFERENCE: Lot H on PS833355Q  POSTAL ADDRESS: Diggers Rest - Coimadai Road (at time of subdivision) DIGGERS REST 3427  MGA 94 CO-ORDINATES: E: 296 630 ZONE: 55 (of approx centre of land N: 5833 240 in plan)			Council Name: Melton City Council  Council Reference Number: Sub5528 Planning Permit Reference: PA2017/5553 SPEAR Reference Number: S151433H  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 14/05/2020  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Geraldine Addicott for Melton City Council on 21/07/2020	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots 3401 - 3472 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 7 and 8 of this plan for details  <b>OTHER PURPOSE OF PLAN</b> Removal of the Drainage, Sewerage & Power Line easement shown as E-7 on PS833355Q, upon registration of this plan.  <b>GROUND FOR REMOVAL:</b> By agreement between all interested parties vide Sec.6(1)(k) of the Subdivision Act 1988	
Road R1	Melton City Council			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey in BP3350U.  STAGING: This is not a staged subdivision.  This survey has been connected to permanent marks Holden PM14 and Holden PM57 in Proclaimed Survey Area: (Not Applicable).				
<b>BLOOMDALE - Release No. 34</b> Area of Release: 3.593ha No. of Lots: 72 Lots and Balance Lot J				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diagram	PS821128U	Melton City Council
	Sewerage			Western Region Water Corporation
E-2	Sewerage	See Diag.	PS821128U	Western Region Water Corporation
E-3	Drainage	See Diag.	PS821127W	Melton City Council
E-4	Drainage	See Diagram	PS821127W	Melton City Council
	Sewerage			Western Region Water Corporation
E-5	Sewerage	See Diag.	PS821127W	Western Region Water Corporation
E-6	Drainage	See Diag.	PS821128U	Melton City Council
E-7	Sewerage	See Diag.	This Plan	Western Region Water Corporation
E-8	Drainage	See Diagram	This Plan	Melton City Council
	Sewerage			Western Region Water Corporation
<b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorsds.com.au				
SURVEYORS FILE REF:		Ref. 01112-S34 Ver. 2		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Raymond Li, Licensed Surveyor, Surveyor's Plan Version (2), 08/07/2020, SPEAR Ref: S151433H		SHEET 1 OF 8

PS836033X



MGA94 ZONE 55

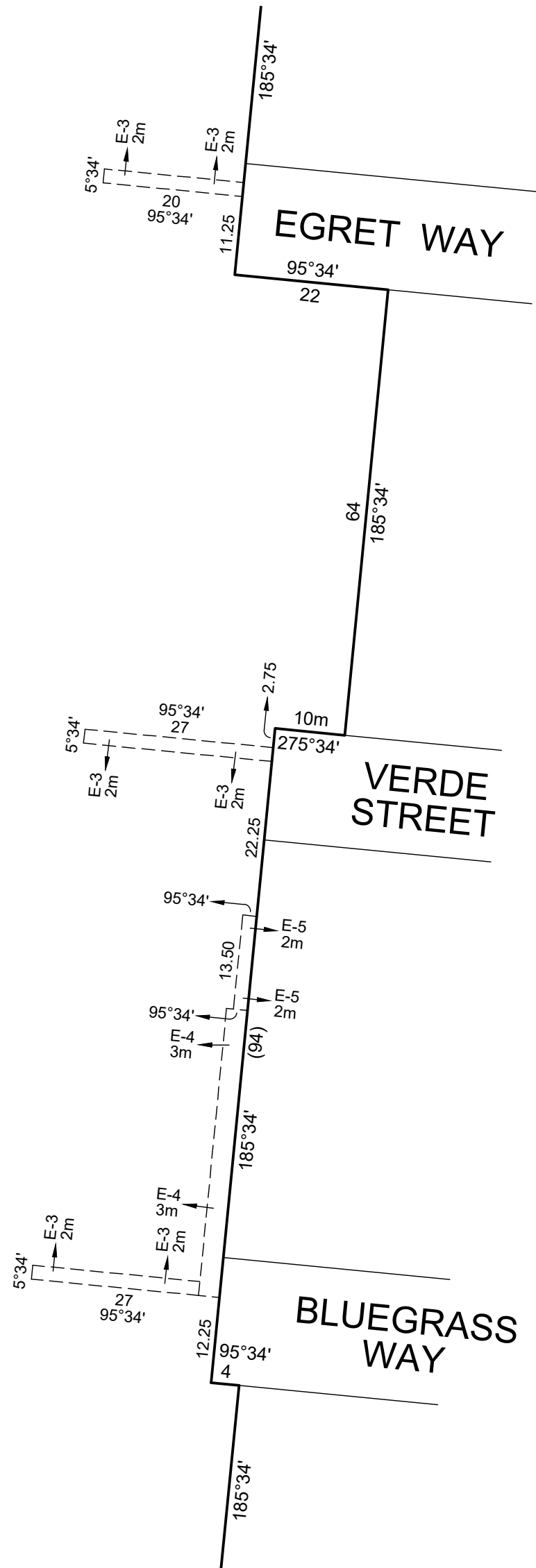
ENLARGEMENT  
1:1250



SCALE 1:5000	50 0 50 100 150 200 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 01112-S34 Ver. 2	SHEET 2
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Digitally signed by: Raymond Li, Licensed Surveyor,  
Surveyor's Plan Version (2),  
08/07/2020, SPEAR Ref: S151433H

**TAYLORS**  
 Urban Development | Built Environments | Infrastructure  
 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au



J  
SEE SHEET 2

PS836033X



J SEE SHEET 2

MGA94 ZONE 55

SEE SHEET 6

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Digitally signed by: Raymond Li, Licensed Surveyor,  
Surveyor's Plan Version (2),  
08/07/2020, SPEAR Ref: S151433H

Digitally signed by:  
Melton City Council,  
21/07/2020,  
SPEAR Ref: S151433H

SCALE 1:500  
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3  
Ref. 01112-S34 Ver. 2

SHEET 4



PS836033X

SEE SHEET 4

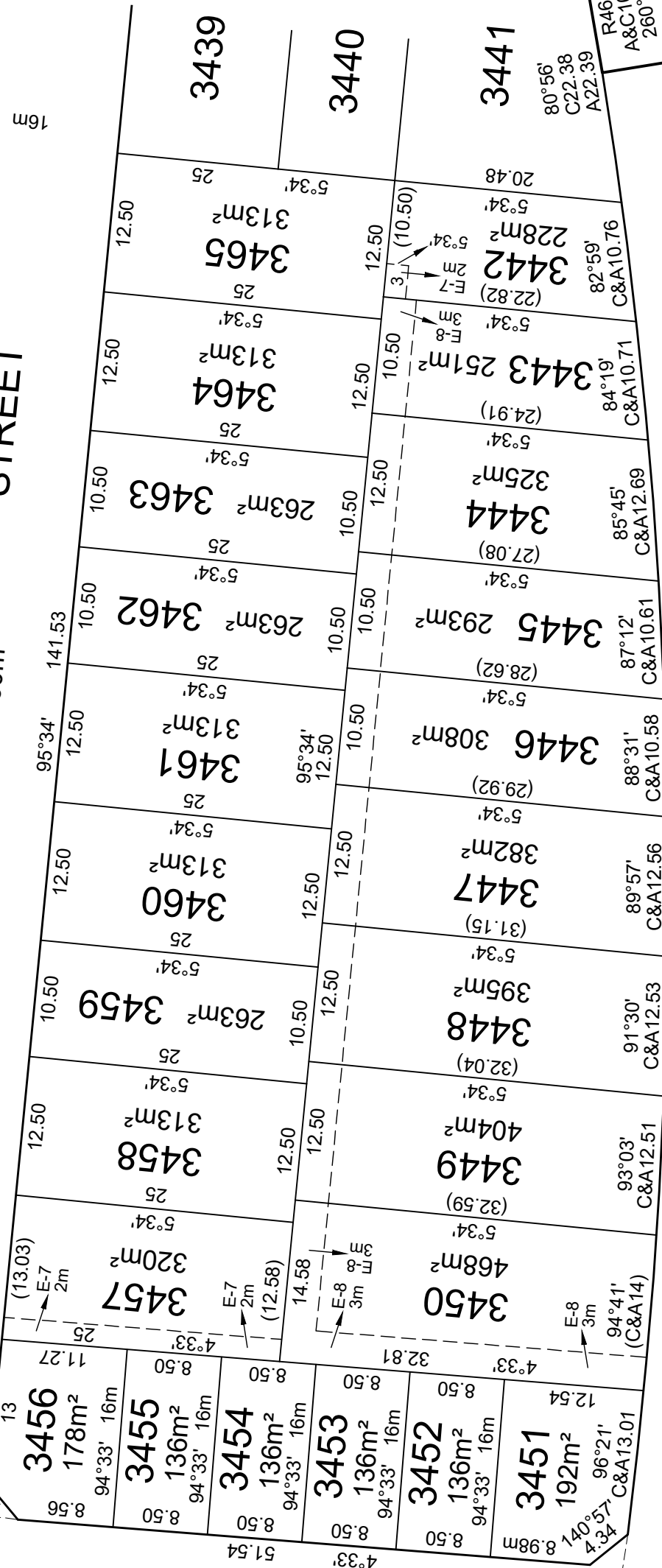
3425 | 3424 | 3423 | 3422 | 3421 | 3420 | 3419 | 3418 | 3417 | 3416 | 3415

PRIMULA

STREET

CRESCENT LIME

LICENSE ROAD



SEE SHEET 6

R1  
2400m²

ROAD

R1  
6083m²

LICENSE

MGA94 ZONE 55

J  
SEE SHEET 2

170°51'20"  
37m

21.03  
98°27'30"

90°13'40"  
C162.85  
A163.57



**Urban Development | Built Environments | Infrastructure**  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: [taylorstds.com.au](http://taylorstds.com.au)

SCALE  
1:500

5 0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 5

Ref: 01112-S34  
Ver. 2

Digitally signed by: Raymond Li, Licensed Surveyor,  
 Surveyor's Plan Version (2),  
 08/07/2020, SPEAR Ref: S151433H

Digitally signed by:  
 Melton City Council,  
 21/07/2020,  
 SPEAR Ref: S151433H



SEE SHEET 4

J  
SEE SHEET 2

PRIMULA STREET

SEE SHEET 5

LICENSE ROAD

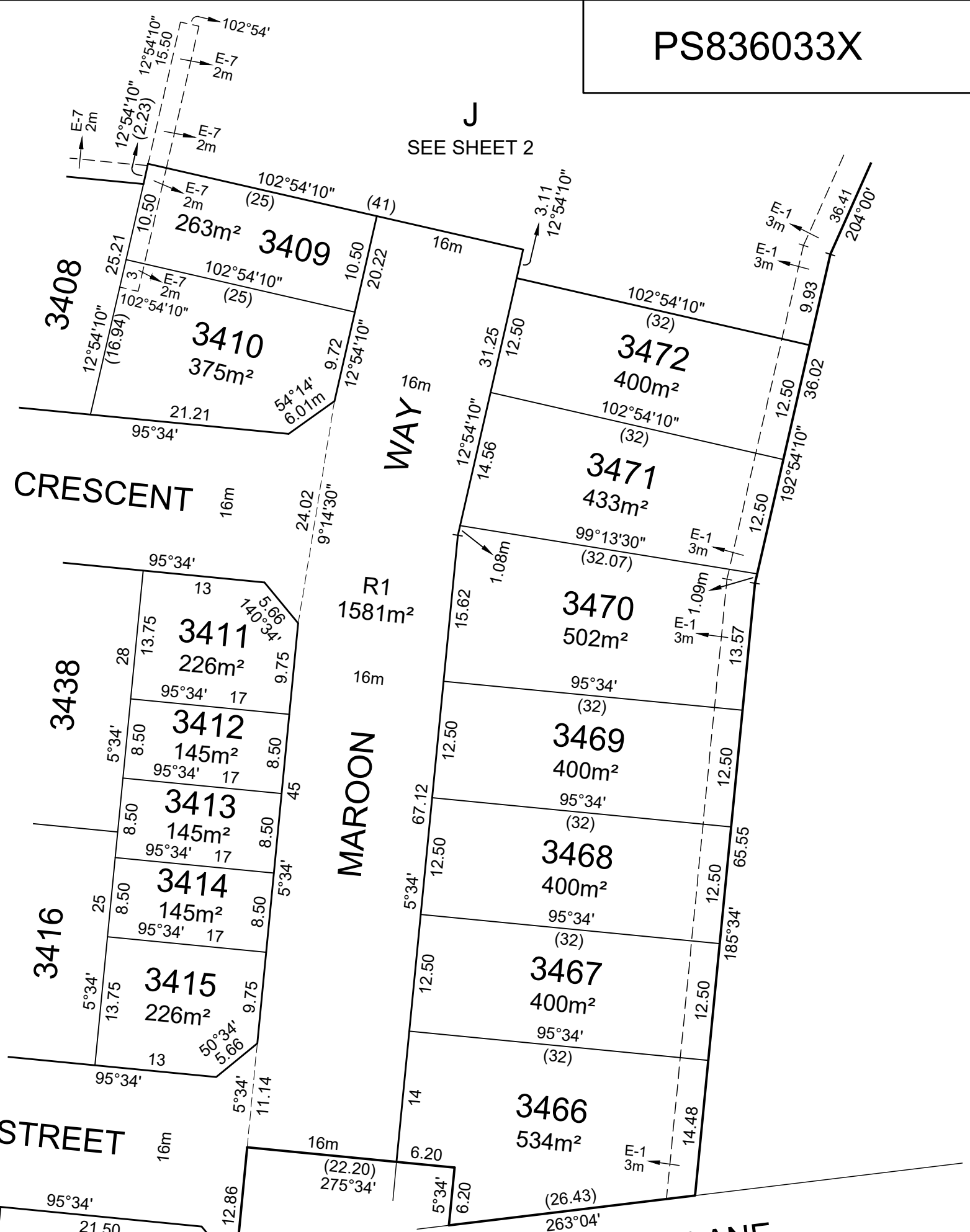
LIME CRESCENT

MAROON WAY

MAROON WAY

WAY

STONE LANE



**CREATION OF RESTRICTION A**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1  
 BENEFITED LAND: See Table 1

RESTRICTION:  
 The burdened land cannot be used except in accordance with the provisions recorded in .....  
 Expiry date: 01/03/2025

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3401	3402
3402	3401, 3403
3403	3402, 3404
3404	3403, 3405
3405	3404, 3406
3406	3405, 3407
3407	3406, 3408
3408	3407, 3409, 3410
3409	3408, 3410
3410	3408, 3409
3411	3412, 3438
3412	3411, 3413, 3438
3413	3412, 3414, 3416, 3438
3414	3413, 3415, 3416
3415	3414, 3416
3416	3413, 3414, 3415, 3417, 3438
3417	3416, 3418, 3437, 3438
3418	3417, 3419, 3436, 3437
3419	3418, 3420, 3435, 3436
3420	3419, 3421, 3434, 3435
3421	3420, 3422, 3433, 3434
3422	3421, 3423, 3432, 3433
3423	3422, 3424, 3431, 3432
3424	3423, 3425, 3426, 3427, 3431

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3425	3424, 3426
3426	3424, 3425, 3427
3427	3424, 3426, 3428, 3431
3428	3427, 3429, 3431
3429	3428, 3430, 3431
3430	3429, 3431
3431	3423, 3424, 3427, 3428, 3429, 3430, 3432
3432	3422, 3423, 3431, 3433
3433	3421, 3422, 3432, 3434
3434	3420, 3421, 3433, 3435
3435	3419, 3420, 3434, 3436
3436	3418, 3419, 3435, 3437
3437	3417, 3418, 3436, 3438
3438	3411, 3412, 3413, 3416, 3417, 3437
3439	3440, 3465
3440	3439, 3441, 3465
3441	3440, 3442
3442	3441, 3443, 3465
3443	3442, 3444, 3464, 3465
3444	3443, 3445, 3463, 3464
3445	3444, 3446, 3462, 3463
3446	3445, 3447, 3461, 3462
3447	3446, 3448, 3460, 3461
3448	3447, 3449, 3459, 3460

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3449	3448, 3450, 3458, 3459
3450	3449, 3451, 3452, 3453, 3454, 3457, 3458
3451	3450, 3452
3452	3450, 3451, 3453
3453	3450, 3452, 3454
3454	3450, 3453, 3455, 3457
3455	3454, 3456, 3457
3456	3455, 3457
3457	3450, 3454, 3455, 3456, 3458
3458	3449, 3450, 3457, 3459
3459	3448, 3449, 3458, 3460
3460	3447, 3448, 3459, 3461
3461	3446, 3447, 3460, 3462
3462	3445, 3446, 3461, 3463
3463	3444, 3445, 3462, 3464
3464	3443, 3444, 3463, 3465
3465	3439, 3440, 3442, 3443, 3464
3466	3467
3467	3466, 3468
3468	3467, 3469
3469	3468, 3470
3470	3469, 3471
3471	3470, 3472
3472	3471

**CREATION OF RESTRICTION B**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2  
 BENEFITED LAND: See Table 2

**RESTRICTION:**

Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Melton Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.

Expiry date: 01/03/2025

TABLE 2

TABLE 2 continued

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3402	A	3401, 3403
3403	A	3402, 3404
3406	A	3405, 3407
3407	A	3406, 3408
3408	A	3407, 3409, 3410
3409	A	3408, 3410
3411	B	3412, 3438
3412	B	3411, 3413, 3438
3413	B	3412, 3414, 3416, 3438
3414	B	3413, 3415, 3416
3415	B	3414, 3416

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3420	A	3419, 3421, 3434, 3435
3421	A	3420, 3422, 3433, 3434
3422	A	3421, 3423, 3432, 3433
3425	B	3424, 3426
3426	B	3424, 3425, 3427
3427	B	3424, 3426, 3428, 3431
3428	B	3427, 3429, 3431
3429	B	3428, 3430, 3431
3430	B	3429, 3431
3440	A	3439, 3441, 3465
3442	B	3441, 3443, 3465

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3443	B	3442, 3444, 3464, 3465
3445	A	3444, 3446, 3462, 3463
3451	B	3450, 3452
3452	B	3450, 3451, 3453
3453	B	3450, 3452, 3454
3454	B	3450, 3453, 3455, 3457
3455	B	3454, 3456, 3457
3456	B	3455, 3457
3459	A	3448, 3449, 3458, 3460
3462	A	3445, 3446, 3461, 3463
3463	A	3444, 3445, 3462, 3464

**CREATION OF RESTRICTION C**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 3  
 BENEFITED LAND: The relevant abutting lot

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan:

1. Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 01/03/2025

TABLE 3

TABLE 3 continued

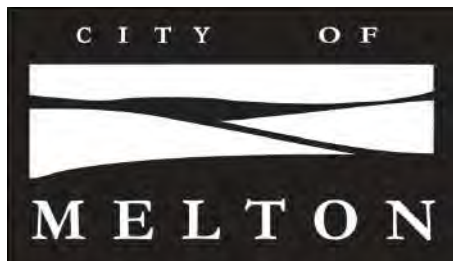
TABLE 3 continued

BURDENED LOT No.
3402
3403
3406
3407
3408
3409
3411
3412
3413
3414
3415

BURDENED LOT No.
3420
3421
3422
3425
3426
3427
3428
3429
3430
3440
3442

BURDENED LOT No.
3443
3445
3451
3452
3453
3454
3455
3456
3459
3462
3463





**Melton City Council**  
Civic Centre  
232 High Street  
MELTON VIC 3337

PO Box 21  
MELTON VIC 3337

Phone 9747 7200  
Fax 9743 9970

## PLANNING

**Permit No:**  
**Planning Scheme:**  
**Responsible Authority:**

PA2017/5553/2 (Amended)  
Melton Planning Scheme  
Melton City Council

## PERMIT (Amended)

### ADDRESS OF THE LAND:

LOT: 1 TP: 965707J V/F: 11994/073, 146 Diggers Rest-Coimadai Road DIGGERS REST

### THE PERMIT ALLOWS:

Amendment to permit associated with a Multi Lot Residential Subdivision in accordance with the endorsed plans.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

#### Plans

1. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

#### Housing and Design Guidelines

2. Prior to the Certification of the Plan of Subdivision for the relevant stage, Housing and Design Guidelines must be prepared to the Satisfaction of the Responsible Authority in accordance with the Diggers Rest Precinct Structure Plan.

In addition to any other matter required to be included by the Responsible Authority the Housing and Design Guidelines must

- a) Include a separate section, part, or chapter, clearly entitled "Aircraft Noise"
- b) Under the heading "Aircraft Noise", state the following  
The land is outside the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme. This may change.

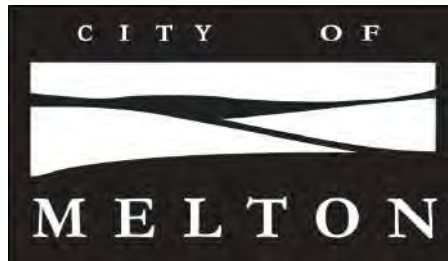
The land within this subdivision is in proximity to Melbourne Airport. The land may be affected by aircraft noise

a. *Explain the following:*

*The effect of aircraft noise (and the boundaries of the Melbourne Airport Environs Overlay – Schedule 2 control under the Melton Planning Scheme) can vary over time with changes to Melbourne Airport's operations, traffic*

**Date Issued:** 19 June 2018  
**Amended:** 3 September 2019

**Signature of the  
Responsible Authority:**



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**Planning Permit PA2017/5553 Continued**

*volumes and types of aircraft using Melbourne Airport.*

b. *Advise the following:*

*The most up-to-date information concerning aircraft noise can be obtained from Melbourne Airport and its website, which can be accessed at: <http://www.melbourneairport.com.au>.*

c. *State the following:*

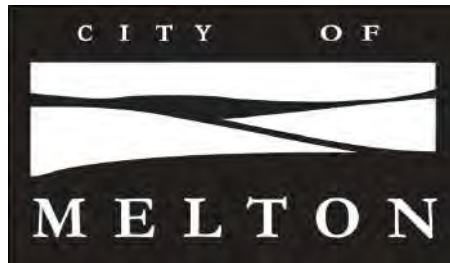
*Australian Standard AS2021:2015 Acoustics – Aircraft Noise Intrusion, Building, Siting and Construction, provides guidance in the measures that can be taken in the construction of dwellings to mitigate the effect of aircraft noise and may be considered in the design of any dwelling. Application of the Australian Standard is not mandatory for this land, but this may change.*

3. The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with the responsible authority under Section 173 of the Act that is registered on the title to the land. If a Section 173 Agreement is used, a dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for each stage.
4. The Housing and Design Guidelines endorsed as part of this permit must not be amended without the written consent of the Responsible Authority.

**Public Infrastructure Plan**

5. The Public Infrastructure Plan endorsed under this permit must be complied with at all times, unless amended with the written consent of the Responsible Authority.
6. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the first stage of subdivision, or such other time as agreed, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the *Planning and Environment Act 1987* which specifies the infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan. Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act. The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 agreement.
7. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time which is agreed, a dealing number for the registration of the Section 173 Agreement must be provided to the Responsible Authority.

A handwritten signature in blue ink, appearing to read "Rogel", is written over a horizontal line.



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## Planning Permit PA2017/5553 Continued

### Development Infrastructure

8. Prior to the Certification of the Plan of Subdivision for each stage of the subdivision, a Schedule of Development Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Development Contributions must show the amount of development contributions payable for that stage and any works in kind, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority.
9. At least 21 days prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a revised Schedule of Development Contributions must be submitted and approved by the Responsible Authority to reflect any changes to the levy rates.
10. A development infrastructure levy must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan.

### Public Open Space Contribution

11. Prior to the issue of Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a public open space contribution as specified in Clause 52.01 of the Melton Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Diggers Rest Precinct Structure Plan.

### Section 36 of the Subdivision Act

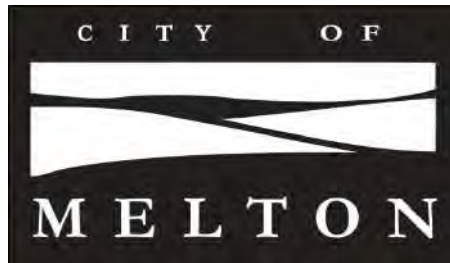
12. If the relevant authority considers that for the economical and efficient subdivision, servicing and access of the land, an easement is required, the permit holder may enact Section 36 of the Subdivision Act, to acquire an easement over land not in the same ownership for the purpose of servicing the development. The easements created shall be in favour of the Relevant Authority. The creation of the easement must not result in an unreasonable loss of amenity in the area.

No costs shall be borne by the Responsible Authority in enacting this permit condition, including acquiring the easement, undertaking the works or any other associated costs.

### Foreign Residents Capital Gains Withholding

13. If subdivision 14-D of Schedule 1 of the Taxation Administration Act 1953 (Cth) (Tax Act) applies, then
  - The owner will comply with the requirements of this act;

A handwritten signature in blue ink, appearing to read "Rogee", is written over a horizontal line.



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## Planning Permit PA2017/5553 Continued

The requirements of this condition may be varied with the written consent of Council.

14. The applicant indemnifies Council against any interest, penalty, fine or other charges incurred by Council arising from the failure by Council to pay the Amount on the Due date for payment as a result of the owners failure to comply with Condition No.15 of this permit.

The requirements of this condition may be varied with the written consent of Council.

### Boundary Fencing

15. Prior to the issue of Statement of Compliance for each stage, replacement fencing for adjoining land in another ownership must be erected, to the satisfaction of the Responsible Authority. The total cost of the fencing must be borne by the permit holder and / or any adjoining permit holder(s).

If the fencing along these boundaries has been constructed by the adjoining permit holder, then this condition is considered to be satisfied.

### Internal Referral Conditions

#### Engineering

16. The plan of subdivision for the relevant stage of the development, must show the land for the Diggers Rest – Coimadai Road widening and intersection (IT05) set aside as a road reserve in accordance with the VicRoads conditions of this permit.

#### Conveyance of stormwater

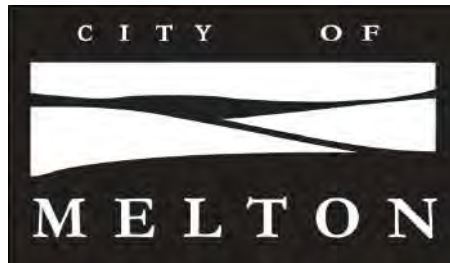
17. Prior to the certification of the plan of subdivision of the first stage of the development or at a later stage as directed by the Responsible Authority, drainage easements in favour of Melton City Council must be shown on the Plan of Subdivision and be to the satisfaction of the Responsible Authority. Otherwise a land access agreement between the landowner and the Responsible Authority through a Section 173 Agreement must be in place to convey the stormwater of allotments upstream and within the catchment to an outfall.

#### Functional Layout Plan

18. Prior to the plan of subdivision being certified, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:
- A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, intersection treatments and any

A handwritten signature in blue ink, appearing to read "Roger [unclear]", written over a horizontal line.





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## Planning Permit PA2017/5553 Continued

- associated SIDRA electronic files, and traffic management devices to be incorporated into the development.
- b. An integrated water management plan detailing drainage catchments both internal and external to the development, 1% AEP flow paths and flow volumes for the entire development. This strategy must include on-site stormwater quality improvement, and any stormwater and rainwater harvesting measures.
  - c. A Services Infrastructure report identifying how the development will be serviced by all utility services including but not limited to water reticulation (potable and recycled), electrical, sewer, gas, telecommunications and gas.
  - d. A mobility plan detailing pedestrian access, bike & hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
  - e. Identification by survey of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
  - f. Details of tree protection zones (TPZs) for all trees to be retained.
  - g. All proposed works, and services (except pedestrian paths) must be clear of all TPZs.
  - h. Identification of all trees to be removed from the site.

### Construction Plans

19. Road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority, prior to the issue of Statement of Compliance. Before any roads / drainage works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority.

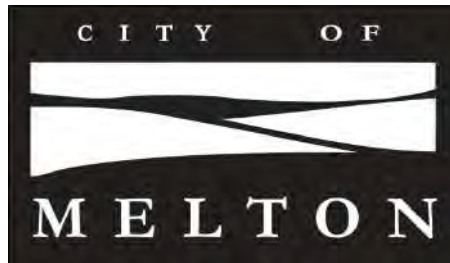
The construction plans will not be approved until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority.

The construction plans must be drawn to scale with dimensions and one copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided.

The construction plans must include:

- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and certified plan of subdivision.

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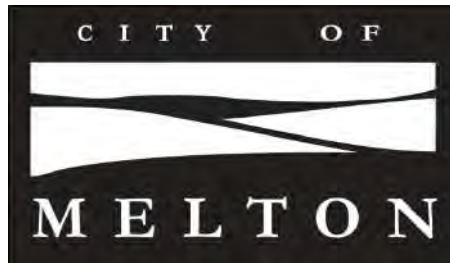


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**Planning Permit PA2017/5553 Continued**

- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- e) All road reserve and pavement widths to be in accordance with the current Clause 56 of the Melton Planning Scheme, relevant Precinct Structure Plan or to the satisfaction of the Responsible Authority.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route or one proposed in the Precinct Structure Plan, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/HB 72-1995)].
- h) Verge widths around all bends, intersections and in court heads to be a minimum of that provided at the mid-block.
- i) Priority treatments shall be provided at intersections of Access Streets, Access Places and Access Lanes unless specified by the Responsible Authority. The priority treatment at intersections shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island, line-markings and raised reflective pavement markers (RRPMs) on the minor street.
- j) Low profile splitter islands, line-markings and raised reflective pavement markers (RRPM's) on all 90-degree bends on through roads.
- k) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
- l) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
- m) Shared hike & bike paths as required within streets and reserves. All shared paths and hike & bike paths to be a minimum 2.5m in width and be in accordance with Council Standards.
- n) Car parking layout for each auto court and extended driveway. Turning templates are to be provided to verify vehicular parking and access can be achieved.
- o) All permanent court heads to allow Council's waste collection vehicles to access and egress from the courts via a three-point turn.
- p) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
- q) Provision of pits and conduits associated with the National Broadband Network.
- r) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.

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**Planning Permit PA2017/5553 Continued**

- s) The public lighting shall be designed in accordance with the current AS 1158 and Council's current Public Lighting policy. The lighting category shall be sought from Council.
- t) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act.
- u) A hike & bike path shall be provided along the length of the Linear Waterway and be located above the 10% AEP water levels.
- v) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- w) The location and provision of vehicle exclusion mechanisms abutting reserves.
- x) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- y) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- z) Provision for the utilisation of any surplus topsoil from this stage.
- aa) Permanent survey marks.
- bb) Survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones.
- cc) Details in relation to all filling on the site that must be compacted to specifications approved by the Responsible Authority.
- dd) The relocation underground of all existing aerial services, on the services layout plan.
- ee) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

**Drainage**

- ff) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority
- gg) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall
- hh) All drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
  - 80% retention of the typical annual load of total suspended solids
  - 45% retention of the typical annual load of total phosphorus; and
  - 45% retention of the typical annual load of total nitrogen.
- ii) Provision of underground drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.
- jj) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood levels of the water course or water body.

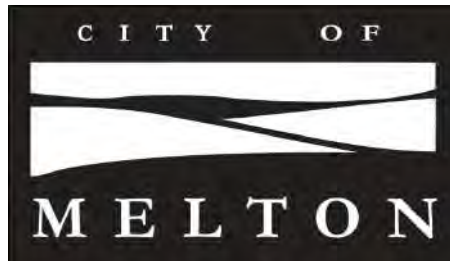
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**Date Issued:** 19 June 2018  
3 September 2019

**Signature of the  
Responsible Authority:**

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**Planning Permit PA2017/5553 Continued**

- kk) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 year flood levels.
- ll) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.

***Fire Hydrants***

- mm) The requirements of Clause 56.09-3 (Fire Hydrants objective) of the Melton Planning Scheme must be satisfied, and fire hydrants must be provided for the subdivision:

- A maximum distance of 120 metres from the rear of each lot;
- No more than 200 metres apart

Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of Clause 56.09-3 of the Melton Planning Scheme, fire hydrants must be provided to the satisfaction of the relevant fire authority.

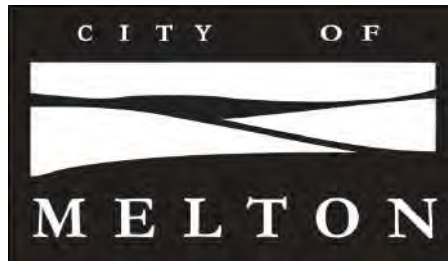
**As Constructed Plans (Construction plans)**

- 20. Prior to the issuance of the Statement of Compliance or at a time specified by the Responsible Authority the following must be submitted to the satisfaction of the Responsible Authority:
  - a) A complete set of 'as constructed plans' of site works, in hard copy and digital file format AutoCAD. The digital files must have a naming convention to enable identification of Council assets listed.
  - b) Asset information in digital format to include data as per "D-Spec" and "R-Spec".

**Construction Management Plan**

- 21. Prior to the commencement of onsite works, a Construction Management Plan must be prepared and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The Construction Management Plan must include, but not limited to the following:
  - a. Proposed working hours;
  - b. Haulage routes to the site;
  - c. Methods of dust suppression;
  - d. Sediment control and gross pollutant management;
  - e. Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
  - f. Earthworks (Consistent with Construction Techniques for Sediment Pollution Control (EPA, 1991);

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## Planning Permit PA2017/5553 Continued

- g. Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
- h. Vehicle exclusion areas; and
- i. Weed management measures to be undertaken during and post construction.

In addition, the construction management plan must ensure:

- All machinery brought on site to be weed and pathogen free
  - All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas
  - Contractors working on the site to be inducted into an environmental management program for construction work
  - Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.
22. Without the prior written consent of the Responsible Authority, no soil can be stockpiled unless it is carried in accordance with any other condition of this Permit or in accordance with an approved Construction Management Plan.
23. Any stockpiled soils must be adequately protected behind a sediment barrier to prevent sediment laden runoff to the satisfaction of the Responsible Authority.

### Works outside the development boundaries

24. Construction works must not be undertaken outside the development boundaries unless consent is given by the adjoining land owner and/or an easement is located over the works in favour of the service authority. A copy of the consent letter from the adjoining land owner must be provided to the Responsible Authority before any works commences on that land. Also any ensuing requirement for a creation of an easement must be undertaken and completed to the satisfaction of the Responsible Authority before any works commences on that land.

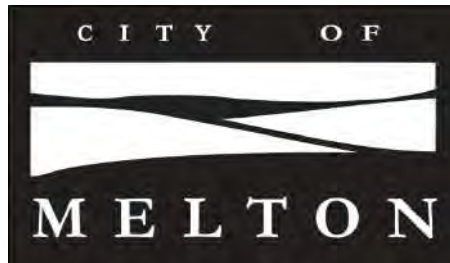
### Existing infrastructure and assets

25. Unless there is written consent from the Responsible Authority, all existing infrastructure and assets affected by the development must be reinstated at no cost to and to the satisfaction of the Responsible Authority. Omission of existing infrastructure or assets on a plan cannot be taken as consent from the Responsible Authority.

### Early Bulk Earthworks

26. At their discretion, the Responsible Authority may allow bulk earthworks to commence prior to approval of detailed engineering (road, drainage and ancillary) plans. The

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**Planning Permit PA2017/5553 Continued**

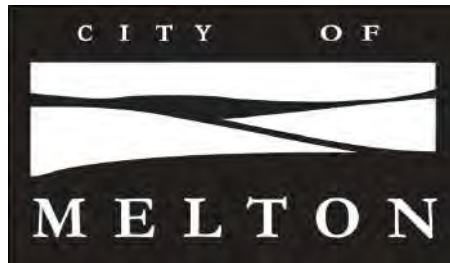
following requirements must be complied with to the satisfaction of the Responsible Authority for any stage of subdivision:

- a) Functional Layout Plans and Bulk Earthwork Plans must be submitted and approved by the Responsible Authority before any earthworks commence.
- b) Bulk Earthworks must be contained to stage boundaries. No batter slope overruns shall be allowed without relevant plans.
- c) No structures, including but not limited to retaining walls, shall be permitted with early Bulk Earthworks.
- d) Bulk Earthworks must not commence prior to the approval of a Construction Management Plan for the works. Once approved the Construction Management Plan will form part of the endorsed set of planning documents.
- e) A Geotechnical Report completed by a suitably qualified geotechnical engineer must be submitted to and be to the satisfaction of the Responsible Authority. Civil (road, drainage and ancillary) works shall not commence until the Report is to the satisfaction of the Responsible Authority. All Bulk Earthworks shall be done under "Level 1 inspection and testing" conditions, as per Australian Standard AS3798.
  - At their discretion, the Responsible Authority may request further testing by test holes. The cost of any additional testing shall be borne by the Developer.
  - A pre-commencement meeting must be done prior to any Bulk Earthworks starting. A separate and subsequent pre-commencement meeting for civil (road, drainage and ancillary) works must be done prior to these works commencing.
  - Any changes to the surface level as a result of Bulk Earthworks that impacts on subsequent engineering (road, drainage and ancillary) or landscape approval remain the responsibility of the Developer until the latter of Practical Completion or issue of Statement of Compliance.
  - The Developer of the subject land must ensure that wherever the approved engineering (road, drainage and ancillary) plans show filling exceeding 200mm compacted depth (finished level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the engineering plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

Works within an existing road reserve

27. Prior to the commencement of works within an existing road reserve that is not an ICP or DCP item, a bond equivalent to 150% of the cost of road works must be provided to the Responsible Authority, unless otherwise agreed in writing by the Responsible Authority. When the works have been completed and Practical Completion has been reached, a return of the bond can be requested, as required.

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### Planning Permit PA2017/5553 Continued

28. Prior to the commencement of works within an existing road reserve that is not an ICP or DCP item, a construction schedule must be submitted and approved to the satisfaction of the Responsible Authority.
29. Without the prior written consent of the Responsible Authority, all works within an existing road reserve must be constructed within the approved time period, to the satisfaction of the Responsible Authority.
30. For construction works that extend beyond the construction period, the Responsible Authority can use the bond or part thereof to complete the works. Where the works done by the Responsible Authority is in excess of the bonded amount, the Responsible Authority can recoup these funds at the construction rates current at the time of claim against the land owner or a future land owner.

### Waste Collection during Construction

31. Prior to any construction works commencing on existing Council roads where access to bins cannot be achieved directly outside the resident's property, the applicant/developer must, for the duration of the works, provide private and separate collection of the three types of waste (i.e. general, recycled, green) to the satisfaction of the Responsible Authority. The affected residents and Council's Waste Management Services Department must be informed of the bin collection arrangement prior to the construction works commencing.

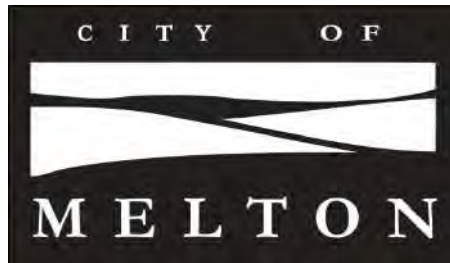
### Landscaping

32. Prior to the Certification of Plan of Subdivision under the Subdivisions Act 1988 for the first stage of the subdivision, an amended landscape master plan for the development must be submitted to the Responsible Authority. When it is to the satisfaction of the Responsible Authority the amended landscape master plan will be endorsed and form part of the permit. The amended plan must be drawn to scale with dimensions and three copies must be provided.
33. For landscape plans associated with streetscape works, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of landscape works.
- b) Location and identification of all proposed plants.

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**Planning Permit PA2017/5553 Continued**

- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing street trees to be removed.

The landscape stage plans must be consistent with the most current staging plan for the development.

34. For landscape plans associated with works in reserves or other open space areas, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to the Responsible Authority prior to the Engineering Plans being approved. Approval of the landscape plans by the Responsible Authority must be done prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of any reserve.
- b) Location and identification of all proposed plants.
- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing trees or infrastructure assets to be retained.
- e) Any existing trees to be removed.
- f) Details of shelters, barbecues, play equipment and other structures.
- g) Details of surface finishes of pathways, details of paths to be DDA compliant and to Council standards and standard drawings.
- h) Details of boundary fencing to be provided.

The landscape stage plans must be consistent with the most current staging plan for the development.

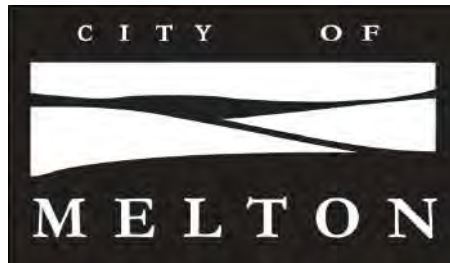
35. Prior to the issuing of Statement of Compliance for each stage, the following fees must be paid to the Responsible Authority:

- Plan Checking fee equating to 0.75% of the value of works.
- Supervision fee equating to 2.5% of the value of works.
- Lighting fee in accordance with Council current lighting policy.

36. A Certification of Compliance (Design must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been designed in accordance with relevant Australian Standards.

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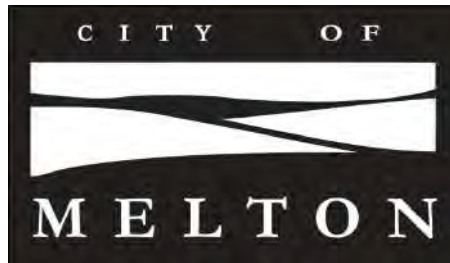
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**Planning Permit PA2017/5553 Continued**

37. A Certification of Compliance (Construction) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been completed in accordance with relevant Australian Standards.
38. Prior to the issue of a Statement of Compliance, any fencing abutting a Council Reserve must be constructed to an urban standard and at no cost to and to the satisfaction of the Responsible Authority.
39. Prior to practical completion, or at such other time specified by the Responsible Authority, the following must be submitted to the satisfaction of the Responsible Authority:
  - a) A complete set of 'as constructed plans' of landscape works in hardcopy (2 x A3 size), softcopy (.pdf) and AutoCAD (.dwg) format. The digital files must have naming conventions to enable identification of Council assets listed.
  - b) Asset information in digital format to include data as per "0-Spec".
40. Prior to the issue of a Statement of Compliance for each stage of subdivision, the landscaping works shown on the approved landscape plan for the stage must be carried out and completed to the satisfaction of the Responsible Authority, or bonded (if agreed to in writing by the Responsible Authority). If the Responsible Authority agrees to bonding of outstanding works, a time by which the works must be completed will be specified by the Responsible Authority.

If the Responsible Authority agrees to bonding of the outstanding works, the works must be completed by the date specified on the letter of agreement. Where it is not completed by that date, the developer shall waive any rights to obstruct Council's claim on the bond to undertake the works and bill the developer for any above costs unless an extension of time is consented to by the Responsible Authority in writing.
41. Prior to the issue of Statement of Compliance for each stage of subdivision, a bond for maintenance of landscape works must be provided to and be to the satisfaction of the Responsible Authority.
42. Maintenance of landscape works, including but not limited to planting, park furniture, paths, lighting and payment of utilities must be undertaken by the developer for a period of 2 years plus additional time up to the next quarterly inspections for handover to Council (quarterly handover inspections conducted on 1 March, 1 June, 1 September, 1 December). The maintenance period must commence only after the issue of Practical Completion and end when the Final Completion (handover) letter is issued. Landscape maintenance works must be done to the satisfaction of the Responsible Authority. Otherwise rectification works must be undertaken by the developer and the maintenance period extended until it is to the satisfaction of the Responsible Authority.

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**Planning Permit PA2017/5553 Continued**

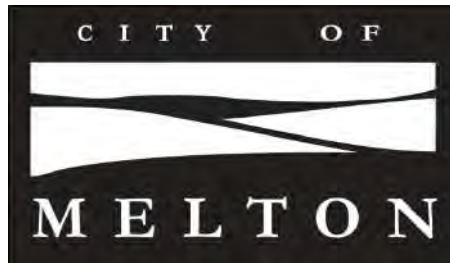
Any maintenance works must be done on a regular basis or greater frequency as directed by the Responsible Authority.

43. As directed by and to the satisfaction of the Responsible Authority, utility meters including but not limited water meters for the purpose of irrigation, must be decommissioned and removed prior to the final inspection of landscape works. All costs associated with these works must be borne by the developer.
44. Transfer of billing from the developer name to the Responsible Authority must be done just prior to the Final Completion letter being issued. All costs associated with transferring the bills to the Responsible Authority must be borne by the developer.
45. Locks and associated keys used for landscape works must be handed over to the Responsible Authority prior to the off-maintenance letter being issued. The locks and associated keys must be to the satisfaction of the Responsible Authority and fully paid for by the developer.

**Environment**

46. Prior to the commencement of any works, the permit holder must advise all persons undertaking the vegetation removal and works on site of all relevant conditions of this permit.
47. The native vegetation (habitat zones or scattered trees) which is shown as vegetation which can be removed in map 2 of the Diggers Rest Native Vegetation Precinct Structure Plan may be removed, if the removal of the native vegetation is offset to the satisfaction of the Department of Environment, Land, Water and Planning (DELWP) and the Responsible Authority.
48. Before the removal, destruction or lopping of any native vegetation within any property (identified in NVPP Map 2) the owner of the land from which the native vegetation is being removed must provide offsets by either:
  - a. Providing an allocated credit extract issued by the Department of Environment, Land, Water and Planning (DELWP); or
  - b. Preparing and submitting an Offset Plan to the satisfaction of DELWP for the approval of the Responsible Authority. The Offset Plan must be approved prior to removal, destruction or lopping of any native vegetation.
49. Where an Offset Plan is required:
  - a. Before the removal, destruction or lopping of any native vegetation, the owner of the land from which the native vegetation is being removed must provide on-title security for the Offset Site to the satisfaction of DELWP that provides for

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**Planning Permit PA2017/5553 Continued**

- the implementation of the Offset Plan and pay the reasonable costs of the preparation, execution and registration of any on-title agreement.
- b. Offsets must be initiated within 12 months of approval of the Offset Plan or before the removal of High and Very High Conservation Significance vegetation and be implemented according to the schedule of works in the Offset Plan to the satisfaction of the Responsible Authority.
  - c. Before the removal, destruction or lopping of any native vegetation to be removed (in accordance with this NVPP) must be clearly marked on site to the satisfaction of the Responsible Authority whilst works are being undertaken within the vicinity.
50. Before felling of any trees with nest or hollows, the tree must be examined for fauna by a suitably qualified zoologist. If native fauna species are found, they must be salvaged and relocated where possible, to the nearest suitable habitat, in consultation with DELWP.
  51. Any construction stockpiles and machinery must be placed away from drainage lines to the satisfaction of the Responsible Authority.
  52. The Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Strategic Approach (DSE 2011) and Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011) must be implemented to the satisfaction of DELWP before during and after the carrying out of any buildings or works or native vegetation removal and all specifications and requirements of the approved plan must be complied with.
  53. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of DELWP. The permit holder must consult with DELWP regarding offset/habitat compensation obligations.
  54. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Striped Legless Lizard habitat on the land must be provided to the satisfaction of DELWP. The permit holder must consult with DELWP regarding offset/ habitat compensation obligations.
  55. Prior to the removal of any native vegetation a contributory fee for Spiny Rice Flower must be provided to the satisfaction of the DELWP. The permit holder must consult with DELWP regarding offset/ habitat compensation obligations.
  56. Before works start, an Environmental Management Plan (EMP) must be prepared and implemented to the satisfaction of the Responsible Authority. The EMP must include:
    - Contractors working on the site must be inducted into an environmental management program for construction work;

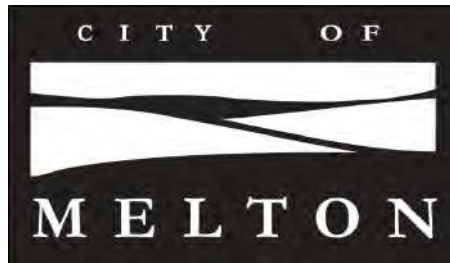
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**Date Issued:** 19 June 2018  
3 September 2019

**Signature of the  
Responsible Authority:**

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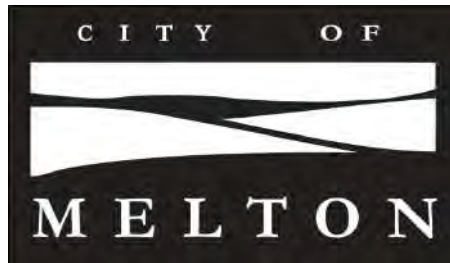


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**Planning Permit PA2017/5553 Continued**

- Any native vegetation permitted to be removed must be clearly marked on site;
  - Proposed working hours;
  - Haulage routes to the site;
  - Methods of dust suppression;
  - Sediment control and gross pollutant management;
  - Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
  - Location of stockpiling, machinery wash down, lay down, storage and personnel rest areas and vehicle exclusion areas;
  - A Weed Management Plan, which outlines measures to manage weeds before, during and post works to the satisfaction of the Responsible Authority, including (not limited to):
    - Protocols for management of weeds before, during and post works
    - All vehicles, earth-moving equipment and other machinery must be cleaned of soil and plant material before entering and leaving the site to prevent the spread of weeds and pathogens
    - Location of a designated washdown area to achieve the above
    - All declared noxious weeds must be controlled
    - Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material must be controlled
  - Any construction stockpiles and machinery must be placed away from areas supporting native vegetation to be retained and watercourses/drainage lines to the satisfaction of the Responsible Authority;
  - Measures must be taken to ensure that no polluted water and/or sediment laden runoff is to be discharged directly or indirectly into stormwater drains or watercourses during the works (including the removal of native vegetation);
  - All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) and Environmental Guidelines for Major Construction Sites (EPA 1995);
  - Water run-off must be designed to ensure that native vegetation to be protected on adjacent sites and watercourses are not compromised; and
  - Any non-compliance identified by the Responsible Authority must be rectified immediately at no cost to Council.
57. Street trees and public open space landscaping should contribute to habitat for indigenous fauna species, in particular arboreal animals and birds.
58. Streetscapes addressing the waterway should use indigenous species and be landscaped in a complementary aesthetic.
59. No environmental weeds are to be planted (refer to Melton City Council's *Sustainable Gardening in the Shire of Melton Handbook* (2005) and the Department of Sustainability and Environments *Advisory list of Environmental Weeds of the Inland Plains bioregions of Victoria* (DSE 2009).

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**Planning Permit PA2017/5553 Continued**

60. Works are to be undertaken in accordance with the approved *Cultural Heritage Management Plan* (CHMP 12278).

**General**

Urban Growth Zone – Schedule 5 Conditions

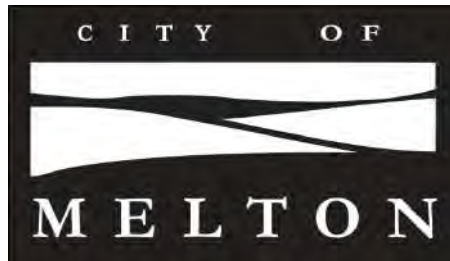
Conditions for subdivision or building and works permits where land is required for community facilities, public open space and road widening

61. Land required for community facilities, as set out in the Diggers Rest Precinct Structure Plan or the Diggers Rest Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless the land is funded by the Diggers Rest Development Contributions Plan.
62. Land required for public open space such as a local or district park set out in the Diggers Rest Precinct Structure Plan or the Diggers Rest Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Diggers Rest Development Contributions Plan.
63. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Diggers Rest Development Contributions Plan.
64. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant agency.

Small Lot Housing Code

65. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the relevant stage containing lots of less than 300 square metres, a plan must be submitted for approval to the satisfaction of the Responsible Authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Melton Planning Scheme.
66. The Plan of Subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the Responsible Authority.

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## Planning Permit PA2017/5553 Continued

### Employment

67. The boundary of the employment area with the applied Commercial 2 Zone must be identified on a plan of subdivision to the satisfaction of the Responsible Authority.

### Eastern Grey Kangaroos

68. Prior to the commencement of any works in a stage of subdivision of land an Eastern Grey Kangaroo Management Plan must be submitted for approval to the Department of Environment and Primary Industries. The plan must include:
- Strategies (e.g. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and action to respond to their containment in an area with no reasonable likelihood of their continued safe existence
  - The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:
  - Proceeding in the order of stages as shown on the plan; and
  - Implementing the management solutions and actions of the Plan; all to the satisfaction of the Department of Environment and Primary Industries and the responsible authority.

### Golden Sun Moth

69. Prior to the commencement of any buildings or works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of the Secretary of the Department of Environment and Primary Industries.

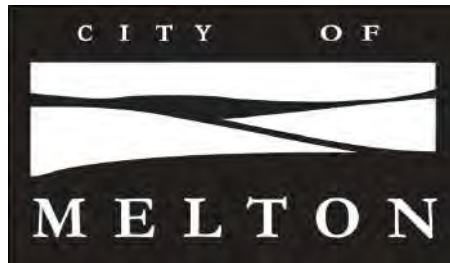
### Striped Legless Lizard

70. The specifications and requirements contained in the documents known as:
- The Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Strategic Approach (DSE 2011); and
  - Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011); must be complied with to the satisfaction of the Secretary of the Department of Environment and Primary Industries

### Council Standard Conditions

71. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.
72. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which

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**Planning Permit PA2017/5553 Continued**

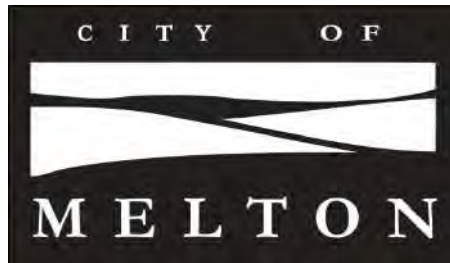
- the easement or site is to be created and the plan of subdivision submitted for certification under the Subdivision Act 1988.
73. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
- a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.
74. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.
75. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.
76. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.
77. Streets must be named to the satisfaction of the Responsible Authority prior to the Certification of the relevant Plan of Subdivision.

Clause 66 Standard Conditions

Telecommunications

78. The owner of the land must enter into an agreement with:
- a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in

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**Planning Permit PA2017/5553 Continued**

an area where the National Broadband Network (NBN) will not be provided by optical fibre.

79. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - A suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Other Standard Clause 66 Conditions

80. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
81. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
82. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

**External Referral Authority Conditions**

Downer

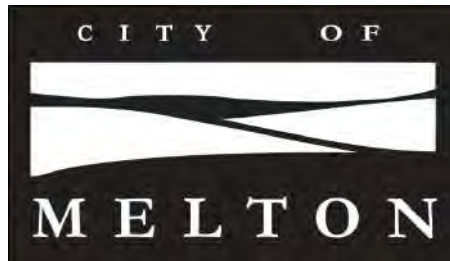
83. The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988

Melbourne Water

84. Prior to Certification of any stage of the estate or Council's endorsement of the proposed development layout, an appropriate Stormwater Management Strategy (inclusive of modelling) for the subdivision (in electronic format) must be submitted for Melbourne Water's review and endorsement. This strategy should align with previous advice from Melbourne Water and generally be in accordance with the relevant

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**Planning Permit PA2017/5553 Continued**

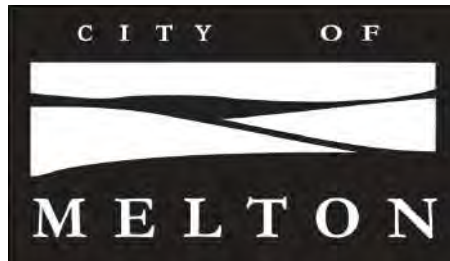
Precinct Structure Plan, it must also demonstrate the proposed alignments of drainage infrastructure, relevant flow path directions for the 1 in 5 year ARI and 1 in 100 year flood events. The drainage strategy also must include a free draining outfall arrangement for within the subdivision and details relating to any proposed major drainage assets passing through the site. If the development it to proceed out of sequence, Melbourne Water will require additional information relating to any temporary works proposed (retardation and sediment control).

When a Stormwater Management Strategy is available for review and endorsement, an application can be made online:

- <https://www.melbournewater.com.au/Planningandbuilding/Applications/Pages/Stormwatermanagement-strategy-review.aspx>

85. Prior to the Certification of any stage of the estate, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
86. Prior to Certification, the Plan of Subdivision must show sufficiently sized easements and/or reserves to be created over any proposed Melbourne Water asset to our satisfaction. Melbourne Water will not endorse the siting or sizing of a drainage reserve until appropriate design information has been submitted and approved by the relevant authorities.
87. Prior to the Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Scheme/Strategy; a sequencing arrangement confirming the timing of the delivery of those works is to have been agreed between Melbourne Water and the Owner.
88. The Developer/Owner must arrange and fully fund fencing along the common boundary with any future Melbourne Water reserve to the satisfaction of Melbourne Water.
89. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
90. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways. Prior to the issue of a Statement of Compliance, a council approved Site Management Plan detailing pollution and sediment control measures is to be submitted to Melbourne Water for our records.
91. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions (retardation and sediment

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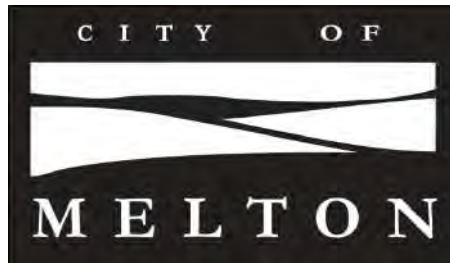
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**Planning Permit PA2017/5553 Continued**

control) have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water; and for any works proposed around our mains, drains and waterways, a separate application must be made direct to Melbourne Water's Asset Services team.

92. Prior to the issue of a Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
93. Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water's Asset Services team, must be made for any works around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant Asset Services signed practical completion forms must be submitted.
- For queries contact Asset Services on 131 722 or [assetservices@melbournewater.com.au](mailto:assetservices@melbournewater.com.au)
94. Prior to the issue of a Statement of Compliance, council approved engineering plans of the subdivision (in electronic format) are to be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event. A Certified Survey Plan (CSP) may be required following our comments on the engineering plans.
95. All new lots are to be filled to a minimum of either; 300mm above the 1% Annual Exceedance Probability AEP flood level associated with an existing or proposed Melbourne Water asset or 600mm above the 1% AEP flood level associated with an existing or proposed Melbourne Water waterway, wetland or retarding basin, whichever is the greater.
96. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan (CSP) prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records. The CSP must show the 1% AEP flood levels associated with an existing or proposed major drainage or stormwater quality assets.
97. Prior to the issue of a Statement of Compliance, Melbourne Water requires flood mapping of the major overland flow paths for the subdivision. Melbourne Water requires the submission of these plans to be submitted in one of the following electronic formats:

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**Planning Permit PA2017/5553 Continued**

- .tab (mapinfo)
- .mif/mid (mapinfo interchange)
- .dxf (autocad)
- .gml (OS mastermap)

98. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.

VicRoads

99. Before the works associated with Stage 35 of the subdivision starts, interim and ultimate functional layout plans for the intersection of Diggers Rest Coimadai Road and the North South Connector Street (IT05), must be submitted to and approved by the Roads Corporation. When approved by the Roads Corporation, the plans may be endorsed by the Responsible Authority and will then form part of the permit. The plans must be drawn to scale with dimensions and two copies must be provided. The plans must be generally in accordance with the plans submitted with the application (Road Hierarchy - Parcel C Bloomdale dated 2018 by SMEC).

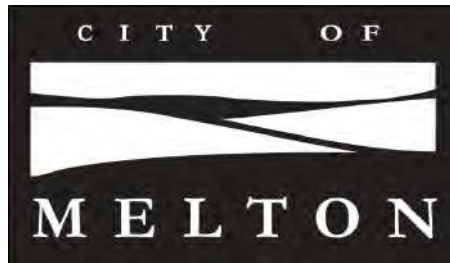
100. The plan of subdivision for Stage 35 (**or any preceding stage that includes IT05**) to be certified by the Responsible Authority under the Subdivision Act 1988, must show the following:

- a) Land to be set aside for the construction of the ultimate intersection at Diggers Rest Coimadai Road and the North-South Connector Street (IT05), generally in accordance with the Diggers Rest- Coimadai PSP.
- b) Any land set aside as Road be labelled "ROAD" on the plan of subdivision.
- c) All land to be vested as road or reserve, for which the Roads Corporation is to be responsible, be vested in the name of the ROADS CORPORATION (not VicRoads).
- d) Any land to be set aside as Reserve for which the Roads Corporation is to be responsible be labelled "RESERVE FOR USE OF THE ROADS CORPORATION" on the plan of subdivision.

101. Prior to the issue of a Statement of Compliance for Stage 35 of the Subdivision, the road works required at the intersection of Connector Street and Diggers Rest Coimadai Road (IT05), must be completed to the satisfaction of and at no cost to the Roads Corporation (VicRoads).

102. The road works required must not be delayed beyond Stage 35, without the written consent of the Responsible Authority and the Roads Corporation

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## Planning Permit PA2017/5553 Continued

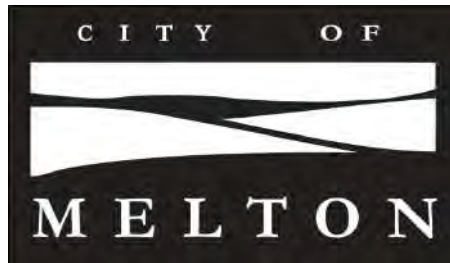
### Public Transport Victoria

103. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the certification of a plan of subdivision which contains a bus stop nominated in the bus stop location plan appended to the Transport for Victoria Referral Response dated 15 March 2018, construction engineering plans relevant to that stage of the subdivision must be submitted of the Head, Transport for Victoria. The plan must be to the satisfaction of the Head, Transport for Victoria and show the following:
- The road cross section to be constructed, and a concrete hardstand area for passengers on both of the road;
  - A barrier kerb for the 9.2m prior to the bus flag position (situated as per PTV standard drawings & barrier kerb built to VicRoads standard design) to the satisfaction of Transport for Victoria;
  - A design compliant with the Disability Discrimination Act – *Disability Standards for Accessible Public Transport 2002*;
  - Footpath or ramps built between the bus stop hardstand connecting to the nearby public footpath.
104. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which contains a bus stop(s) nominated in writing by the Head, Transport for Victoria, concrete hard stand pads for passengers must be constructed in accordance with the endorsed plans at the full cost of the permit holder.

### Western Water

105. Payment of new customer contributions for each lot created by the subdivision/development, such amount being determined by Western Water at the time of payment.
106. Reach agreement with Western Water for the provision and funding of water supply, recycled water supply (*if recycled water is to be provided*) and sewerage services necessary to service the subdivision/development.
107. Provision of reticulated water mains and associated construction works to front each allotment within the subdivision/development, at the developers expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
108. In accordance with any agreement required by Western Water, the provision of recycled water mains and associated construction works to front each allotment within the subdivision/development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.

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**Planning Permit PA2017/5553 Continued**

109. Provision of reticulated sewerage and associated construction works to each allotment within the subdivision/development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
110. The owner shall reach an agreement with Western Water regarding the construction of any Shared Assets (water mains or recycled water mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter), required to service the subdivision/development. The construction of Shared Assets reimbursable by Western Water shall comply with Western Water's Procurement Procedure and Guide to New Customer Contributions.
111. Provision of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and 2.5m wide for a dedicated, sewerage easement.
112. The developer must demonstrate the appropriate management of any health and environmental risks associated with the supply and use of recycled water to the satisfaction of Western Water.
113. Comply with Western Water's Class A Recycled Water Developer Guidelines for the supply *and use of recycled water (if recycled water is to be provided)* within the subdivision/development to the satisfaction of Western Water.
114. Evidence must be provided in a form satisfactory to Western Water that will ensure all future lot owners are made aware that, if recycled water is to be provided, each dwelling must have recycled water plumbed to a front and rear outdoor tap as well as to all toilets.
115. Prior to the issue of a statement of compliance, evidence must be provided in a form satisfactory to Western Water that will ensure all future lot owners are made aware that they must undertake water efficiency measures to limit the amount of potable water used.
116. Preparation of a digitised plan of subdivision and ancillary requirements in accordance with Western Water's drafting standards and practices.
117. The operator under this permit shall be obliged to enter into an Agreement with Western Water relating to the design and construction of any sewerage, water or recycled water works required. The form of such Agreement shall be to the satisfaction of Western Water. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement.
118. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit from Western Water and comply with that permit at all times. The permit will include a requirement for the Water Carter Permit holder to:

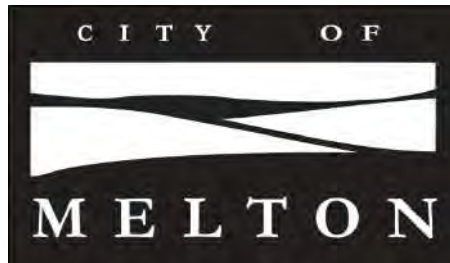
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**Date Issued:** 19 June 2018  
3 September 2019

**Signature of the  
Responsible Authority:**

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**Planning Permit PA2017/5553 Continued**

- Own a metered hydrant approved by Western Water;
- Meter and pay for all water taken;
- Display a Western Water Permit Number Sticker on the tanker;
- Only take water from nominated hydrants or standpipes;
- Only use water for the purpose approved in the Water Carters Permit;
- Avoid wastage of water on site; and
- Comply with any water restrictions imposed by Western Water at the time water is used.

For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above.

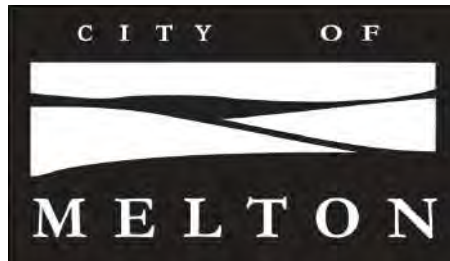
119. The developer must produce for approval by Western Water an Integrated Water Management Plan that incorporates water efficiency measures and water-sensitive urban design techniques that reduce reliance on potable water by increasing utilisation of fit-for-purpose alternative water such as stormwater, rainwater and recycled water. This plan must set out subdivision outcomes that appropriately respond to the site and its context for integrated water management to the satisfaction of Western Water. When approved by Western Water, the Integrated Water Management Plan will form part of the permit and the requirements of the Integrated Water Management Plan must be implemented before the issue of a statement of compliance.

**Expiry**

120. This permit will expire if:
- a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
  - b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
  - c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

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## Planning Permit PA2017/5553 Continued

### Notes:

#### *Melbourne Water*

- The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- Local drainage must be to the satisfaction of Council.
- All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within
- Melbourne Water's Planning and Building website.
- To find out more information in regards to building in flood prone areas please visit our website for more information.

#### *Western Water*

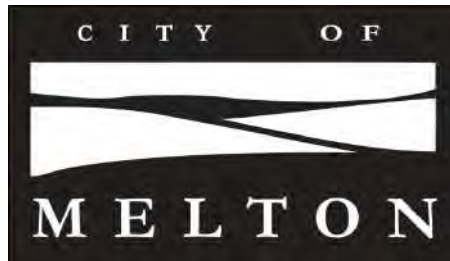
- Until such time as the permit holder accepts any offer by Western Water under Western Water's section 268(2) WaterAct 1989 (Vic) notice to provide recycled water services to lots created by the subdivision (or a stage of the subdivision) authorised under this planning permit, Western Water reserves the right to provide, or not provide, recycled water to lots created by the subdivision (or a stage of the subdivision) authorised under this planning permit.

### Environment

#### *Habitat compensation obligations*

- The land covered by the application is subject to the Final approval for urban development in three growth corridors under Melbourne urban growth program strategic assessment 5 September 2013 under the *Environmental Protection and Biodiversity Conservation Act 1999* (EPBC Act). Any actions associated with urban development must be undertaken in accordance with the requirements of the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (DEPI 2013). Persons taking actions associated with urban development must comply with the habitat compensation arrangements and fees described in the *Biodiversity Conservation Strategy and Habitat Compensation under the Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (DEPI 2013). The developer must contact DELWP to determine habitat compensation obligations for the development. Salvage and translocation of threatened flora and fauna species must be undertaken in the carrying out of development to the satisfaction of the Secretary of the Department of

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**Planning Permit PA2017/5553 Continued**

Environment, Land, Water and Planning. DELWP must be consulted to determine if any salvage and translocation applies to the proposed development.

**THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:**

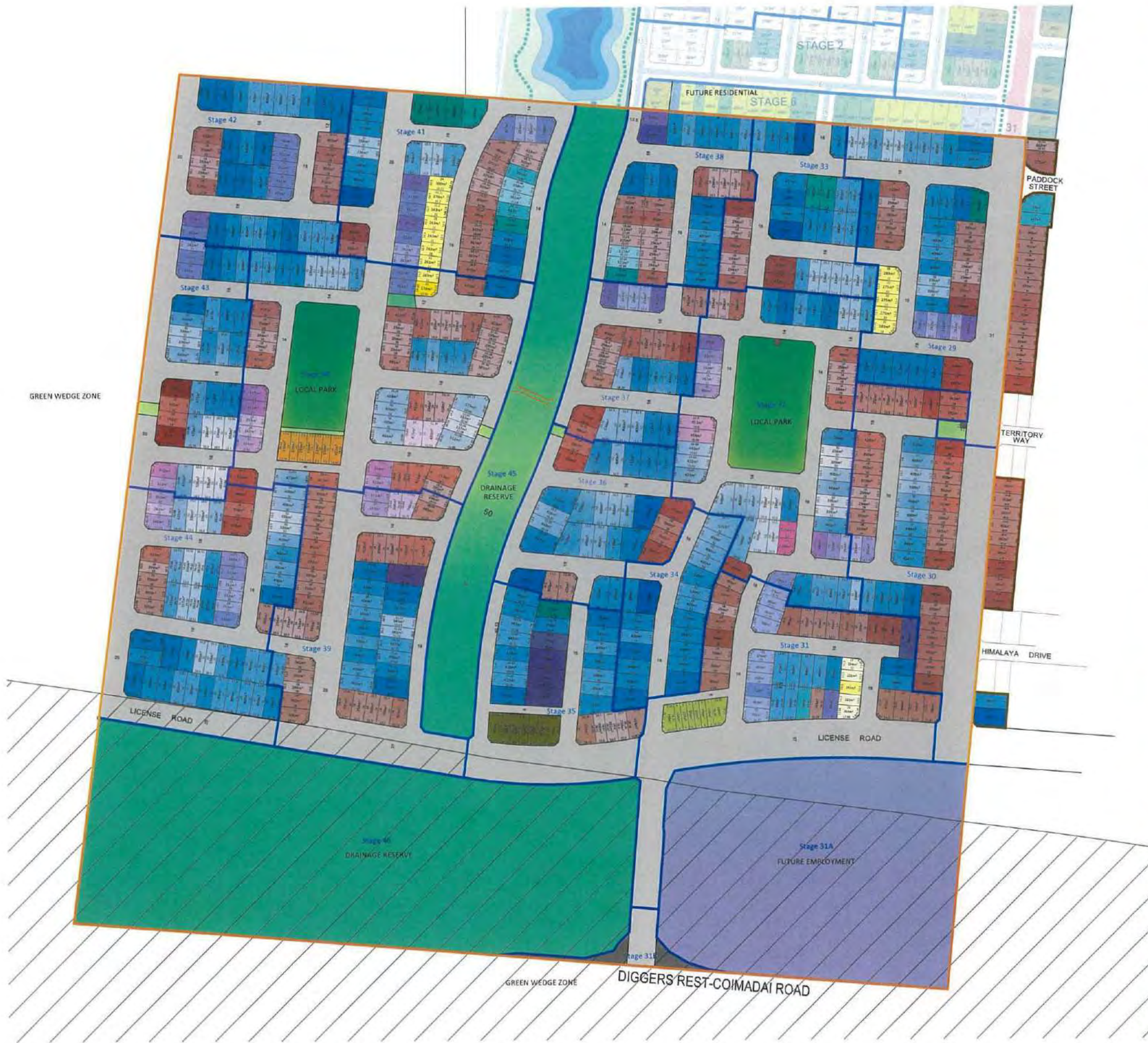
<i>Date of amendment</i>	<i>Brief description of amendment</i>
3 September 2019	Condition 100 has been removed and replaced by a new Condition 100 at the direction of VicRoads.

**Date Issued:** 19 June 2018  
3 September 2019

**Signature of the  
Responsible Authority:**

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- Legend**
- Parcel C
  - Parcel B1 Remainder
  - Stage boundary
  - Road widening
  - Connector and local roads
  - Alpnet Envoirs Overlay
  - Employment land
  - Drainage/Retarding Basin
  - Local network parks
  - Mews and pedestrian links
  - Potential pedestrian bridge

High Property Number	Prop. Measurement Area (ha)	MAGDELENE CLUSTER LAYOUT Area (ha)	LOT FTE (ha)
Priority 3	NAC	0.11	
	Permit Area 3	0.28	
	<b>Total Parcel A1</b>	<b>0.39</b>	<b>0.64</b>
Priority 4	Parcel A2	0.75	0
Priority 5	Parcel B2	0	0
Priority 6	Parcel B1	0.78	0.08
Priority 7	Parcel C	1.63	0.68
<b>Total</b>	<b>4.03</b>	<b>4.04</b>	<b>0.91</b>

Stage Area (ha)	Parcel C	Parcel B1 Remainder	Total Parcel C + B1 Remainder	% Site	% NDA
<b>Transport</b>	<b>66.512ha</b>	<b>1.081ha</b>	<b>67.59</b>		
Road Widening	0.14	0.00	0.14	0.20%	
<b>Open Space Network</b>					
Encumbered Open Space	12.25	0.00	12.25	18.12%	
Drainage	12.25	0.00	12.25		
Credited Open Space	1.63	0.00	1.63	2.41%	3.06%
Local Network Parks	1.63	0.00	1.63		
Uncredited Open Space	0.13	0.00	0.13	0.19%	
Pedestrian Links	0.13	0.00	0.13		
<b>Total</b>	<b>14.14</b>	<b>0.00</b>	<b>14.14</b>	<b>20.93%</b>	

Total Net Developable Area (NDA)	Parcel C	Parcel B1 Remainder	Total	% Site	% NDA
<b>Other Uses</b>	<b>5.78</b>	<b>0.00</b>	<b>5.78</b>	<b>8.52%</b>	<b>10.78%</b>
Employment Area	28.34	1.00	29.34	40.53%	65.04%
Front Loaded	27.82	1.08	28.90		54.07%
Rear Loaded	0.52	0.00	0.52		0.97%
<b>Roads</b>	<b>18.27</b>	<b>0.00</b>	<b>18.27</b>	<b>27.03%</b>	<b>34.18%</b>
Connector Roads, Local Access Roads and Laneways	18.23	0.00	18.23		34.11%
Mews and Paper Roads	0.02	0.00	0.02		0.04%
Substations	0.02	0.00	0.02		0.03%
<b>Total Net Residential Area (NRA)</b>	<b>46.61</b>	<b>1.08</b>	<b>47.69</b>	<b>70.56%</b>	<b>89.22%</b>

Lot Yield	Parcel C	Parcel B1 Remainder	Total
Front Loaded	688	27	715
Rear Loaded	22	0	22
<b>Total</b>	<b>710</b>	<b>27</b>	<b>737</b>
Density	15.2	25.0	15.5

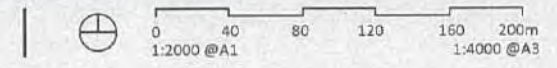
Stage Area	Parcel C	Parcel B1 Remainder	Total number of Lots	% Type	% Total
<b>Front Loaded</b>	<b>66.512ha</b>	<b>1.081ha</b>	<b>67.593ha</b>		
<b>30m depth</b>					
18m	4	0	4	50%	1%
10m	2	0	2	25%	0%
12.5m	2	0	2	25%	0%
<b>Subtotal</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>100%</b>	<b>1%</b>
<b>33m depth</b>					
18m	6	1	7	2%	1%
10m	60	0	60	18%	9%
14m	102	1	103	30%	14%
12.5m	118	0	118	34%	16%
10.5m	62	0	62	18%	7%
<b>Subtotal</b>	<b>248</b>	<b>2</b>	<b>250</b>	<b>100%</b>	<b>40%</b>
<b>36m depth</b>					
10m	5	0	5	20%	1%
14m	5	0	5	20%	1%
12.5m	3	2	5	20%	1%
10.5m	4	0	4	21%	1%
<b>Subtotal</b>	<b>17</b>	<b>2</b>	<b>19</b>	<b>100%</b>	<b>3%</b>
<b>39m depth</b>					
10m	2	0	2	1%	0%
10m	24	3	27	11%	4%
14m	71	7	78	31%	11%
12.5m	71	12	83	30%	11%
10.5m	57	1	58	23%	8%
<b>Subtotal</b>	<b>225</b>	<b>25</b>	<b>250</b>	<b>100%</b>	<b>34%</b>
<b>21m depth</b>					
10m	1	0	1	1%	0%
10m	2	0	2	2%	0%
14m	14	0	14	17%	2%
12.5m	30	0	33	41%	4%
10.5m	31	0	31	38%	4%
<b>Subtotal</b>	<b>48</b>	<b>0</b>	<b>48</b>	<b>100%</b>	<b>11%</b>
<b>24m depth</b>					
14m	1	0	1	5%	0%
12.5m	14	0	14	74%	2%
10.5m	4	0	4	21%	1%
<b>Subtotal</b>	<b>19</b>	<b>0</b>	<b>19</b>	<b>100%</b>	<b>3%</b>
<b>15m depth</b>					
18m	2	0	2	100%	0%
<b>Subtotal</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>100%</b>	<b>0%</b>
<b>Total Front Loaded</b>	<b>688</b>	<b>27</b>	<b>715</b>		<b>97%</b>
<b>Rear Loaded</b>					
8.5m	7	0	7	50%	1%
7.5m	7	0	7	50%	1%
<b>Subtotal</b>	<b>14</b>	<b>0</b>	<b>14</b>	<b>100%</b>	<b>2%</b>
<b>20m depth</b>					
5m	8	0	8	100%	1%
<b>Subtotal</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>100%</b>	<b>1%</b>
<b>Total Rear Loaded</b>	<b>22</b>	<b>0</b>	<b>22</b>		<b>3%</b>
<b>Total Lots</b>	<b>710</b>	<b>27</b>	<b>737</b>		
Density	15.2	25.0	15.5		

**NOTE:**  
 \* TIMING OF DELIVERY OF INFRASTRUCTURE WITHIN MELBOURNE WATER RESERVES (stages 45 & 46) WILL BE SUBJECT TO MELBOURNE WATER APPROVAL

**ENDORSEMENT**  
 Planning Act Environment Act 1987  
 Melton Planning Scheme  
 This Plan is Hereby Endorsed And Forms Part of the Planning Permit No. **PL2019/0153** of The Responsible Authority  
 Signed For And On Behalf Of The Responsible Authority  
 This Plan Supervises The Corresponding Plan No. **PL16/18**  
 Endorsed On **28/5/19** (Date)

## Subdivision Concept Plan Parcel C

Bloomdale, Diggers Rest  
 Date Issued: 22/05/2019 | Revision: AD  
 SMEC Project Reference: 3410212U  
 Drawn by: J.LJ | Checked by: D. Shah



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

674530

## APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

AVID PROPERTY GROUP NOMINEES  
PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

356744

This certificate is issued for:

LOT G PLAN PS821130 ALSO KNOWN AS 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST  
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a URBAN GROWNTH ZONE-SCHEDULE 5
- is within a MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 2  
and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5
- and abuts a ROAD ZONE CATEGORY 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE  
CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

A detailed definition of the applicable Planning Scheme is available at :

(<http://planningschemes.dpcd.vic.gov.au/schemes/melton>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

(<http://vhd.heritage.vic.gov.au/>)

28 July 2020

**Hon. Richard Wynne MP**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

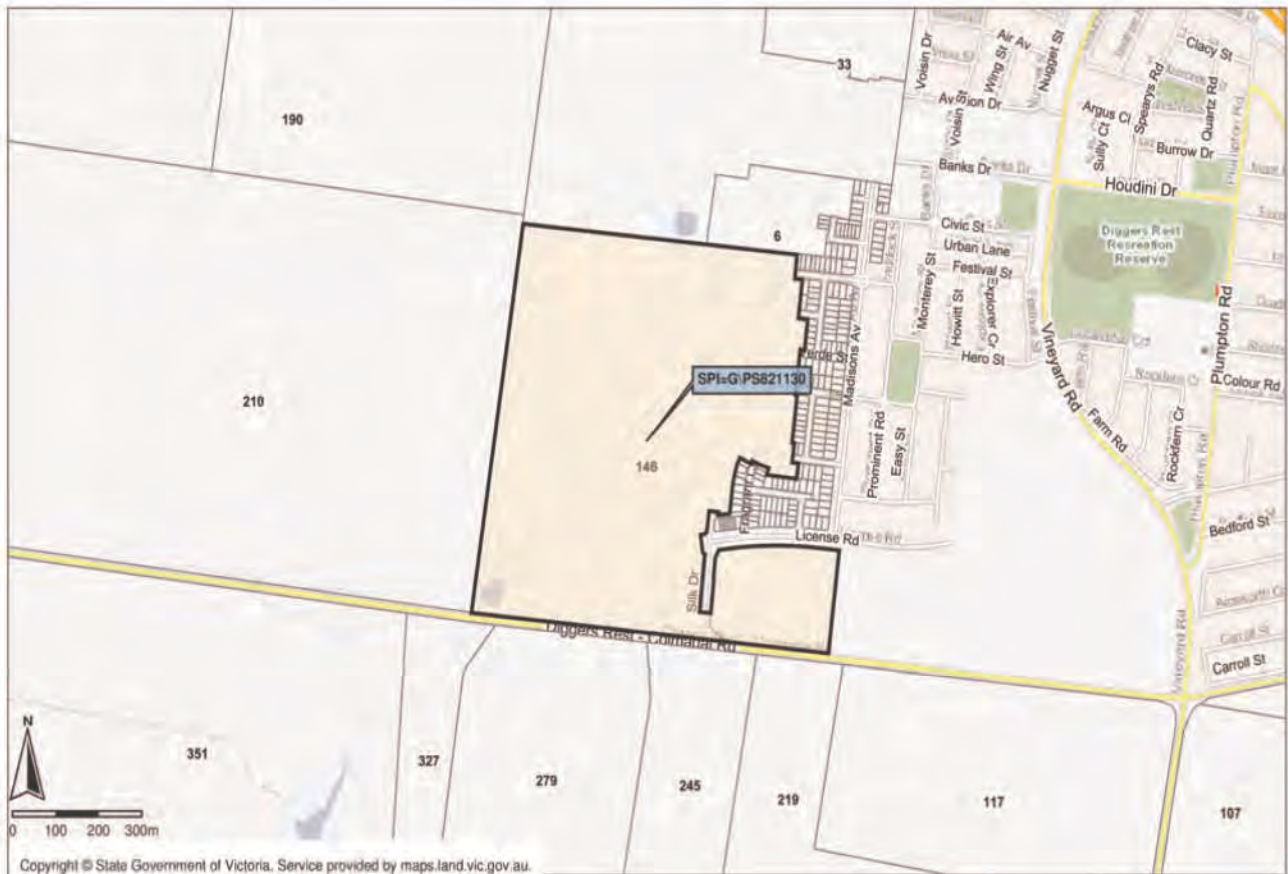
LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



## Choose the authoritative Planning Certificate

### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

### Rates and Charges for period 1 July 2020 to 30 June 2021

Issue date: 30/07/2020

Your Reference: 39365005-012-0

Rate updates (03) 9747 7333

Assessment Number: 105213

Certificate No: 91757

#### Applicant:

Landata  
DX 250639  
MELBOURNE 3000

#### Property Location: 146 Diggers Rest-Coimadai Road DIGGERS REST 3427

Title: LOT: D PS: 821100T V/F: 12086/668, LOT: 1 PS: 821130J V/F: 12220/618, LOT: G PS: 821130J V/F: 12220/617  
Ward: WATTS

Capital Improved Value: \$12,875,000 Site Value: \$12,875,000 Net Annual Value: \$643,750

Effective Date: Base Date: 01/01/2020

#### 1. RATES CHARGES AND OTHER MONIES:

nil	
<b>Current Rates Levied: \$0.00</b>	
Rate Arrears to 30/06/2020:	\$0.00
Interest to 16/06/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00

<b>Rates &amp; Charges Due:</b>	<b>\$0.00</b>
<b>Additional Monies Owed:</b>	<b>\$0.00</b>
<b>Total Due:</b>	<b>\$ 0.00</b>

**Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.**

Interest will be charged on outstanding amounts after the due dates as set below;  
30 September, 30 November, 28 February and 31 May

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

#### 2. OTHER INFORMATION:

**A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)**

**Lot G DIGGERS REST-COIMADAI ROAD is not rated separately. The proposed 20/21 rates for the parent title are \$50833.43**

A thriving community  
where everyone belongs

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

DX 33005 Melton  
ABN 22 882 073 889

03 9747 7200  
@ csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton



Assessment Number: 105213      Certificate Number: 91757

.....

**3. SPECIFIED FLOOD LEVEL:**

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

.....

**4. SPECIAL NOTES:**

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

.....

**5. IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

.....

**6. NOTICE OF ACQUISITIONS:**

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)  
In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

.....

**7. SETTLEMENT PAYMENT VIA BPAY:**



**Biller code** 747998  
**Reference Number** 105213  
Min payment \$25    Cheque/Savings account only

.....

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$27.54 being the fee for this certificate.

Authorised Officer

# Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / MADDOCKS

Your Reference: LMC:6001431.057

Certificate No: 39652577

Issue Date: 06 AUG 2020

Enquiries: JXW5

Land Address: 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST VIC 3427

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46263046	G	821130	12220	617	\$125,265.75

Vendor: AVID PROPERTY GROUP NOMINEES PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DIGGERS REST TRUST C	2020	\$10,358,405	\$200,425.19	\$0.00	\$125,265.75

Comments: Land Tax of \$200,425.19 has been assessed for 2020, an amount of \$75,159.44 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$10,358,409

SITE VALUE: \$10,358,405

AMOUNT PAYABLE: \$125,265.75

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39652577

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$190,539.14

Taxable Value = \$10,358,405

Calculated as \$24,975 plus ( \$10,358,405 - \$3,000,000)  
multiplied by 2.250 cents.

## Land Tax Clearance Certificate - Payment Options

<b>BPAY</b> 	Bill Code: 5249 Ref: 39652577
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 39652577
<b>Visa or Mastercard.</b> Pay via our website or phone 13 21 61. A card payment fee applies. <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	



ABN 67 433 835 375  
 36 MACEDON ST, SUNBURY  
 PO BOX 2371, SUNBURY DC 3429

1300 650 422  
 www.westernwater.com.au  
 mail@westernwater.com.au



022

Maddocks  
 Landata C/- VLRS Pty Ltd  
 Level 1 2 Lonsdale St  
 MELBOURNE VIC 3000

Your Ref: 39365005-022-9  
 Statement No: 109812  
 Service Req ID: 1090427  
 Property No: 12-3719-0000  
 Account No: 12-3719-0000-01-1  
 Date: 30-July-2020

## Information Statement

Water Act 1989, Section 158

*This Statement details all Tariffs, Charges and Penalties due and payable to Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2021 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.*

**Property Address:** BLOOMDALE ESTATE, BLOOMDALE AVE, DIGGERS REST VIC 3427

**Title(s):** Lot G, Plan of Subdivision 821130, Volume 12220, Folio 617, Parish of Holden

**Owner(s):**

---

Avid Property Group Nominees Pty Ltd

**Comments:**

---

This information is issued for 146 Diggers Rest-Coimadai Rd, Diggers Rest 3427

This is the Parent property for the Bloomdale Estate Diggers Rest

Availability charges will be applicable to each new lot in this subdivision from the date of sale, or tapping, whichever occurs first.

For more information please refer to encumbrances and other information overleaf.

**Account Calculation:**

---

Charges Previously Billed:	\$0.00
<b>Current Charges (see over for details):</b>	<b>\$0.00</b>
<b>Total Amount Owing to 30-June-2021</b>	<b>\$0.00</b>

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

**Please email the Notice of Acquisition/Disposition to Western Water within 14 days of settlement.**



**Property No:** 12-3719-0000  
**Property Address:** Bloomdale Estate, Bloomdale Ave, Diggers Rest VIC 3427

**Current Charges for services provided and their tariffs:**

---

This property is not chargeable.

**Encumbrances and other information:**

---

Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

Although this property is Vacant Land, Water and/or Sewer availability charges will be applicable from settlement date for any change in ownership, or from date of meter fitting, whichever occurs first.

The approximate annual availability charge for Water is \$207.81 and Sewer is \$478.86 for the period 1 July 2020 to 30 June 2021.

Special Water Service Conditions - Bloomdale & St Genevieve Estates, Diggers Rest:

This property has dual water supplies and may be serviced by two water meters to cater for the potential future supply of alternative water. One set of service charges only will apply until the alternative water supply is available. Please note: Potable (drinking) water is currently being supplied through both pipes. Water usage will be charged at the appropriate drinking water tariff.

Although this property is Vacant Land a Waterways Charge will apply from settlement date for any change in ownership, or from date of meter fitting, whichever occurs first. The annual charge for Residential properties within the Urban Growth boundary is \$104.32 for the period 1 July 2020 to 30 June 2021.

Please note an annual Parks Charge may apply to this property. You should contact City West Water (Ph: 131 691) in the Melton region, or Yarra Valley Water (Ph: 1300 304 688) in the Sunbury region for further information.

**Disclaimer:**

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Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Western Water 1300 650 422. This statement is valid for a period of 120 days from date of issue.



Graham Holt 30-Jul-2020  
General Manager, Customer & Community Relations

# Western Water

PO Box 2371  
Sunbury DC VIC 3429

**Electronic Payment Option:**  
Please make this payment via  
internet or phone banking.



<b>Biller Code: 757955</b> <b>Ref: 1237 1900 0001 1</b>
--

**Property No:** 12-3719-0000  
**Property Address:** Bloomdale Estate, Bloomdale Ave, Diggers Rest VIC 3427

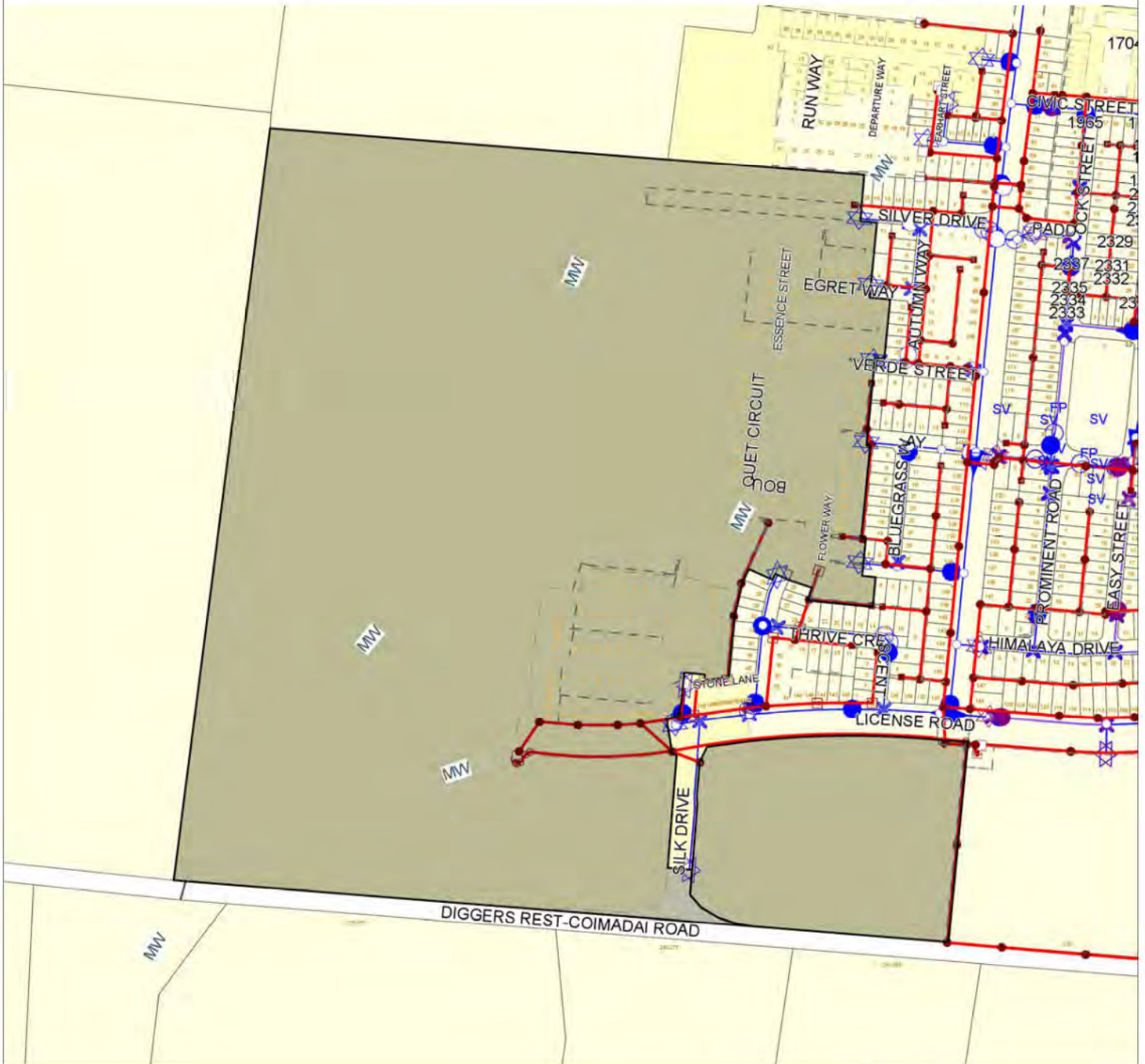
## Information Statement Remittance Page

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
12-3719-0000-01	Water Account	\$0.00	

**Total: \$0.00**

\*\*\*\* Please return this page with your payment \*\*\*\*

# INFORMATION STATEMENT - PLAN OF ASSETS TRaversing LAND



Prop No. : 12-3719-0000

Address : Bloomdale Estate Bloomdale Avenue Diggers Rest VIC 3427

Scale : 5980

Printed on: 30-07-2020

**Water Main DOES traverse property**  
**Sewer Main DOES traverse property**



Western Water

36 Macedon Street  
 PO Box 2371  
 Sunbury DC  
 VIC 3429

Ph: 03 9218 5422  
 Fax: 03 9218 5444

### Water Legend

Water main		Air Valve		AV
Junction		Hydrant		Hyd
End of Line		Fire Plug		FP
Swab Point		Pres Reducing Valve		
Non Return Valve		Reducer Valve		
<b>Other</b>				
Recycled water main				
Easement				

### Sewer Legend

Sewer main	
Sewer rising main	
Standard manhole	
Inspection shaft	
Air valve	
Stop Valve	
End of Line	
Selected Parcels	
Registered Parcels	
Proposed Parcels	



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maddocks C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 356744

NO PROPOSALS. As at the 28th July 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST 3427  
CITY OF MELTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 28th July 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 39365005 - 39365005101138 '356744'

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Maddocks**

CERTIFICATE NO:  
**39365005**

PROPERTY ADDRESS:  
**146 DIGGERS REST-COIMADAI ROAD DIGGERS REST**

PARCEL DESCRIPTION:  
**Lot G PS821130J**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Heritage Officer (Registry)**

(as delegate for Emily McLean, Acting Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 30 July 2020**

*Note: This Certificate is valid at the date of issue.*



Your ref: PIR 8438

29 July 2020

**Landata**  
2 Lonsdale Street  
MELBOURNE VIC 3000

Email: [landata.online@victorianlrs.com.au](mailto:landata.online@victorianlrs.com.au)

**PROPERTY INFORMATION CERTIFICATE** - Pursuant to Regulation 51(1) & (2)

<b>Address:</b>	<b>6 Egret Way, DIGGERS REST</b>		
<b>PS/LP:</b>	<b>821130J</b>	<b>Lot:</b>	<b>G</b>
<b>Volume:</b>	<b>12220</b>	<b>Folio:</b>	<b>617</b>

**Regulation 51(1)**, Building Regulations 2018

Any person may request the relevant council to provide in respect of any building or land:-

**a)** Details of any permit or certificate of final inspection issued in the preceding 10 years;

<b>Permit No:</b>	<b>Issue date:</b>	<b>Building Works:</b>	<b>Final Approved</b>	<b>Occupancy / Final Inspection Certificate:</b>	
				<b>Number</b>	<b>Date:</b>
NIL					

**b)** Details of any current statement issued under Regulation 64(1) (Combined Allotments) or Regulation 231(2) (Subdivision of existing buildings)

<b>Statement Details:</b>	<b>Issue Date:</b>	<b>Description:</b>
NIL		

**c)** Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

<b>Building Enforcement Type:</b>	<b>Issue Date:</b>	<b>Description of Breach:</b>	<b>Cancellation Date:</b>
NIL			

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**Civic Centre**  
232 High Street  
Melton VIC 3337

**Postal Address**  
PO Box 21  
Melton VIC 3337

DX 33005 Melton  
ABN 22 882 073 889

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton



**Regulation 51 (2), Building Regulations 2018**

Any person may request the Relevant Council in respect of any building or land details as to whether the building or land is in an area:-

PROPERTY INFORMATION	YES/NO
Liable to flooding pursuant to regulation 5(2)	YES
Likely to be subject to attack by termites under regulation 150	NO
Liable to significant snowfalls under regulation 152	NO
Of designated land pursuant to regulation 154	NO
For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 155	NO
<b>Subject to the Community Infrastructure Levy (CIL) in accordance with Section 24(5) of the <i>Building Act 1993</i> and under Part 3B of the <i>Planning and Environment Act 1987</i>, payable upon application for a Building Permit for a dwelling.</b>	YES
<i>*For further information regarding the .....</i>	

**PLEASE NOTE:**

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Please notify Council on 9747 7200 if you discover any discrepancies in relation to the above information.

Yours faithfully

Linda Whitehead for  
**Craig Fletcher**  
Municipal Building Surveyor  
Melton City Council



28 July 2020

Maddocks C/- InfoTrack  
c/- Landata  
GPO BOX 527  
MELBOURNE VIC 3001

6 Parliament Place  
East Melbourne  
VIC 3002

Email: [conservation@nattrust.com.au](mailto:conservation@nattrust.com.au)  
Web: [www.nationaltrust.org.au](http://www.nationaltrust.org.au)

T 03 9656 9818

Re: Vol 12220 Folio 617; 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST  
3427  
Reference: 39365005-033-5

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning  
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet  
[vahr@dpc.vic.gov.au](mailto:vahr@dpc.vic.gov.au) or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **City of Melton**
- World, National and Commonwealth Heritage Lists—Department of the Environment  
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:

<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries please contact the National Trust Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson  
Executive Manager - Advocacy  
National Trust of Australia (Victoria)



## Extract of EPA Priority Site Register

Page 1 of 2

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 146 DIGGERS REST-COIMADAI ROAD

SUBURB: DIGGERS REST

MUNICIPALITY: MELTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 351 Reference H4  
Melways 40th Edition, Street Directory, Map 351 Reference G4  
Melways 40th Edition, Street Directory, Map 351 Reference H3  
Melways 40th Edition, Street Directory, Map 351 Reference G3  
Melways 40th Edition, Street Directory, Map 351 Reference F3  
Melways 40th Edition, Street Directory, Map 351 Reference G5  
Melways 40th Edition, Street Directory, Map 351 Reference F5  
Melways 40th Edition, Street Directory, Map 351 Reference F4

DATE OF SEARCH: 28th July 2020

### PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

[Extract of Priority Sites Register] # 39365005 - 39365005101138  
'356744'



## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria  
GPO Box 4395 Melbourne Victoria 3001  
Tel: 1300 372 842

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

25873

### SECTION 1 – Applicant Information

Name of applicant:

- Emily Thompson

Organisation:

InfoTrack

Postal address:

Level 5, 459 Collins St  
Melbourne  
VIC 3000

Telephone number:

03 8609 4740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

6001431.047

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

D/PS821100T

Crown References:

Title References (Volume / Folio):

12086/668

Street Address:

146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST 3427

Other description:

Order id 65356746

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

*Please see attached Aboriginal Place*

Yes

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

Yes

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:



Date: 05/Feb/2020

Oona Phillips  
Senior Heritage Registrar  
Aboriginal Victoria

**SECTION 4 – Terms & Conditions****Terminology**

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

**Advice provided from the Register**

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

**Specific conditions of advice provided from the Register for an application under s.147**

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

**Use of information**

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

**Documents to be lodged with Registrar**

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

**Acknowledgment of source of Information**

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

**Copyright**

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

**Disclaimer**

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

**Indemnity**

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

**Governing Law**

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

**Third Party Disclosure**

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

**Areas of Cultural Heritage Sensitivity**

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>

**146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST 3427 Report**  
**Registered Aboriginal Heritage Places**

Place Number	Name	Component Number	Type
7822-3025	Diggers Rest 8	7822-3025-1	Artefact Scatter
7822-3037	Diggers Rest 9	7822-3037-1	Artefact Scatter
7822-3423	Diggers Rest 14	7822-3423-1	Artefact Scatter
7822-3424	Diggers Rest 15 IA	7822-3424-1	Artefact Scatter
7822-3425	Diggers Rest 16 IA	7822-3425-1	Artefact Scatter

**Total Components** 5

**Total Registered Places** 5

Produced by  
 Aboriginal Victoria  
 05/02/2020



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 August 2020 01:37 PM

## PROPERTY DETAILS

Address: **146 DIGGERS REST-COIMADAI ROAD DIGGERS REST 3427**  
Lot and Plan Number: **More than one parcel - see link below**  
Standard Parcel Identifier (SPI): **More than one parcel - see link below**  
Local Government Area (Council): **MELTON**  
Council Property Number: **105213**  
Planning Scheme: **Melton**  
Directory Reference: **Melway 351 G5**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#).

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Urban Water Corporation: **Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **JEMENA**

[View location in VicPlan](#)

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SUNBURY**

## Note

**This land was included in an Investigation Area designated in 'Melbourne 2030: a planning update Melbourne @ 5 million'.**

For more information about this project go to [Melbourne @ 5 million](#)

## Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 5 (UGZ5)

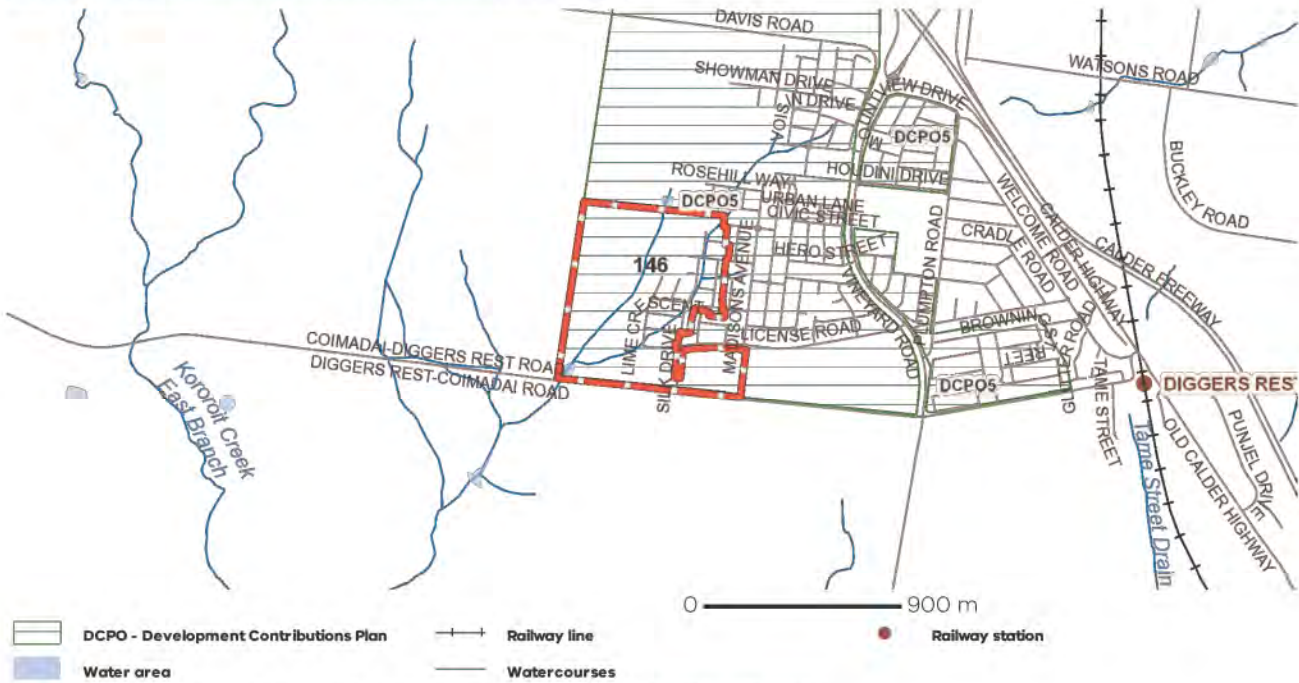


	C1Z - Commercial 1		GRZ - General Residential		GWAZ - Green Wedge A
	GWZ - Green Wedge		MUZ - Mixed Use		NRZ - Neighbourhood Residential
	PPRZ - Public Park and Recreation		PUZ1 - Public Use - Service and Utility		PUZ2 - Public Use - Education
	PUZ4 - Public Use - Transport		RDZ1 - Road - Category 1		UGZ - Urban Growth
	Railway line		Railway station		Water area
	Watercourses				

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

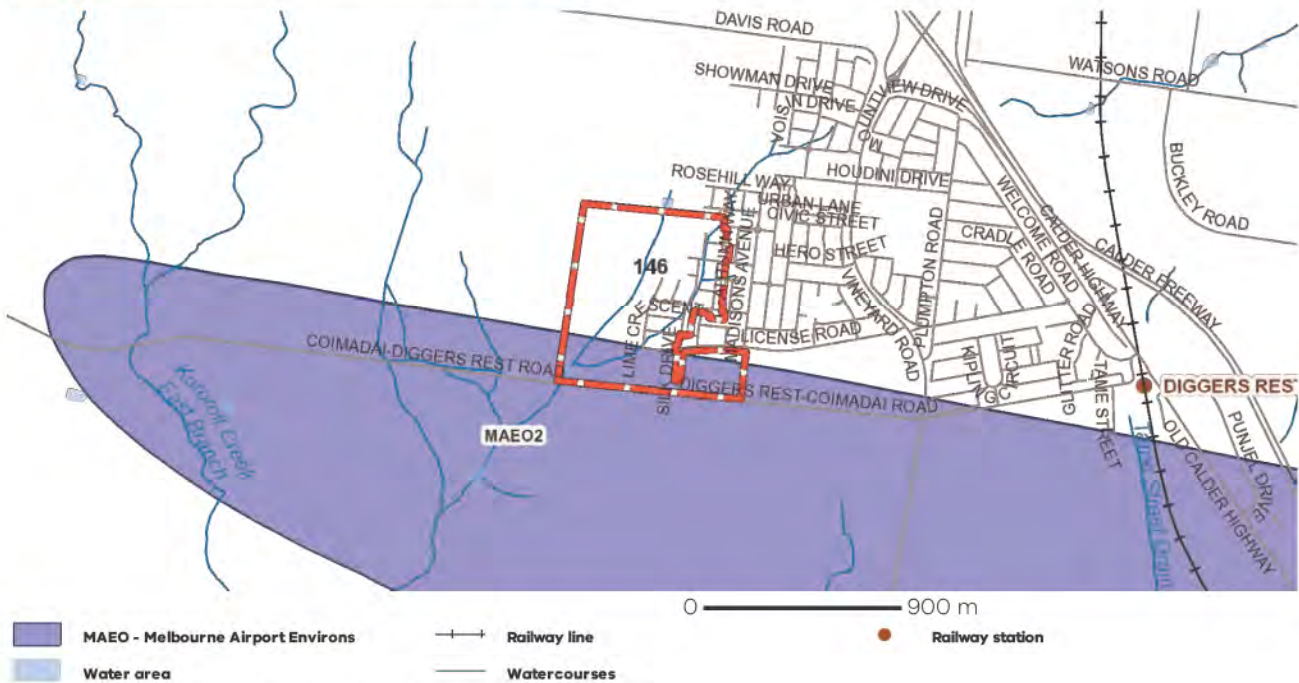
## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

MELBOURNE AIRPORT ENVIRONS OVERLAY (MAEO)  
MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 2 (MAEO2)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

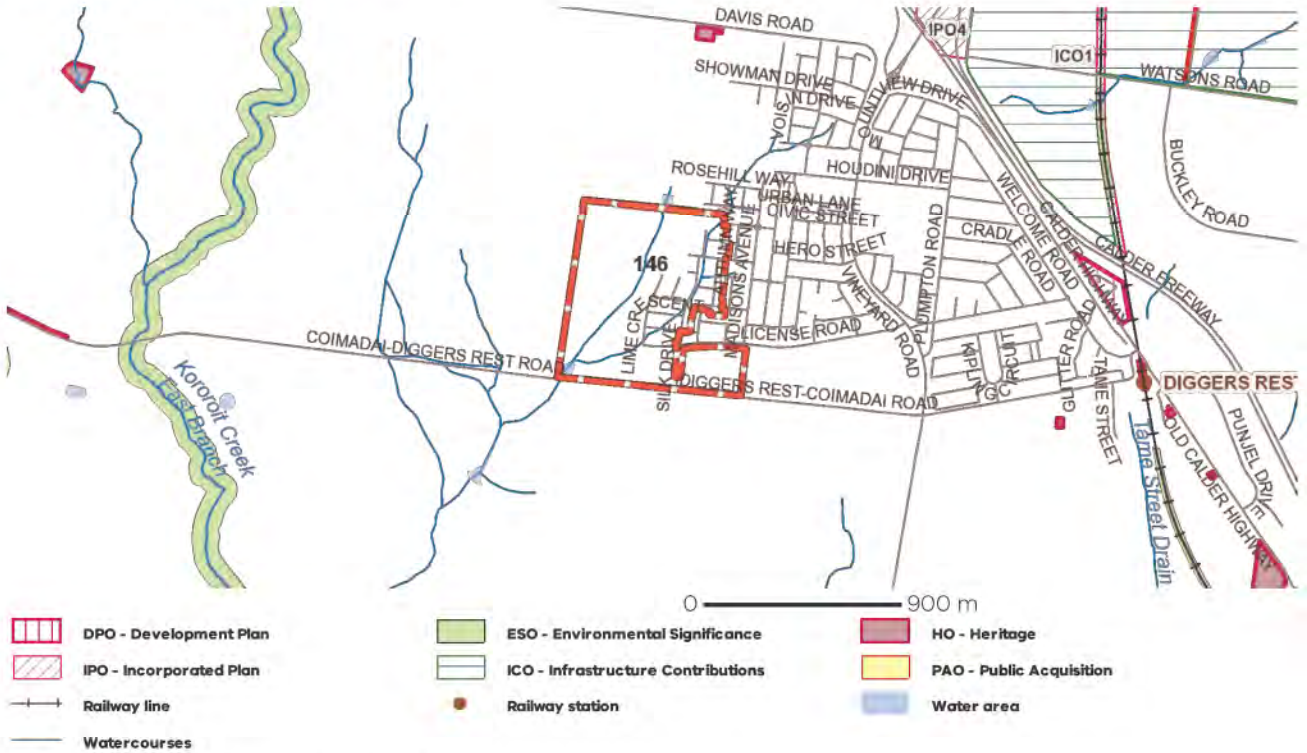
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

INCORPORATED PLAN OVERLAY (IPO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

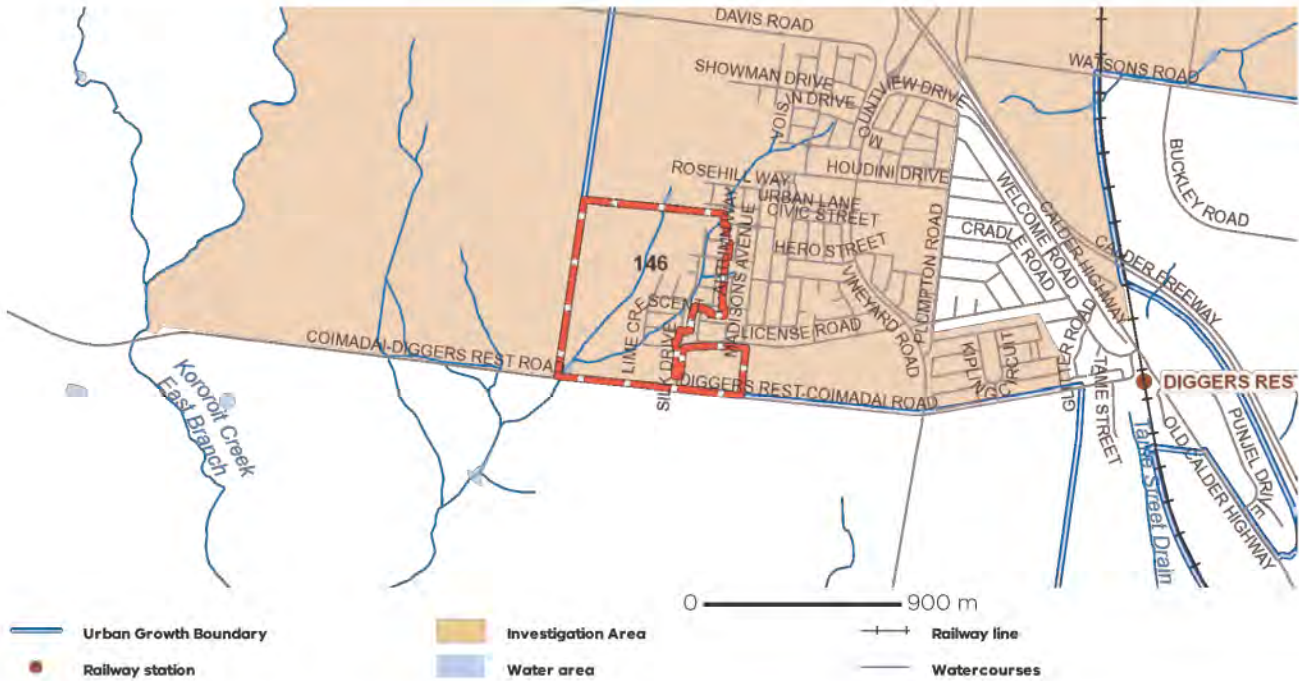
PUBLIC ACQUISITION OVERLAY (PAO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

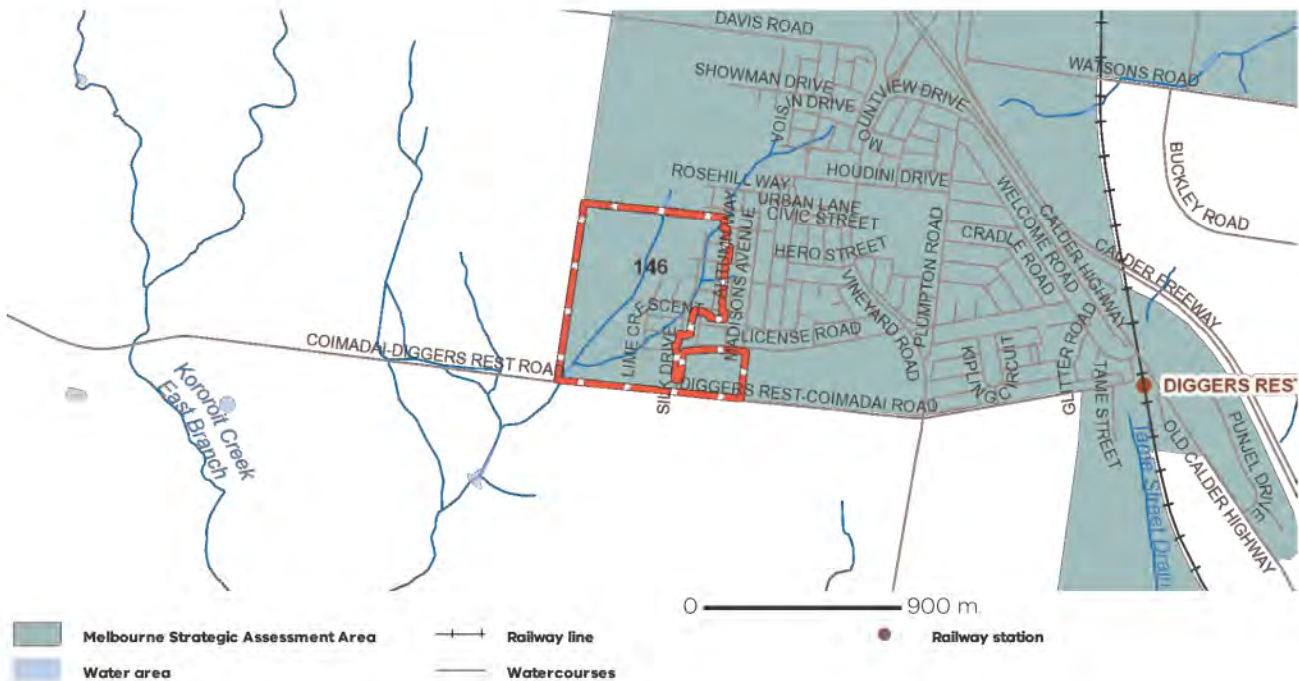
## Investigation Area

This property was included in an Investigation Area designated in 'Melbourne 2030: a planning update Melbourne @ 5 million'.  
For more information about this project go to [Melbourne @ 5 million](#)



## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.  
Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

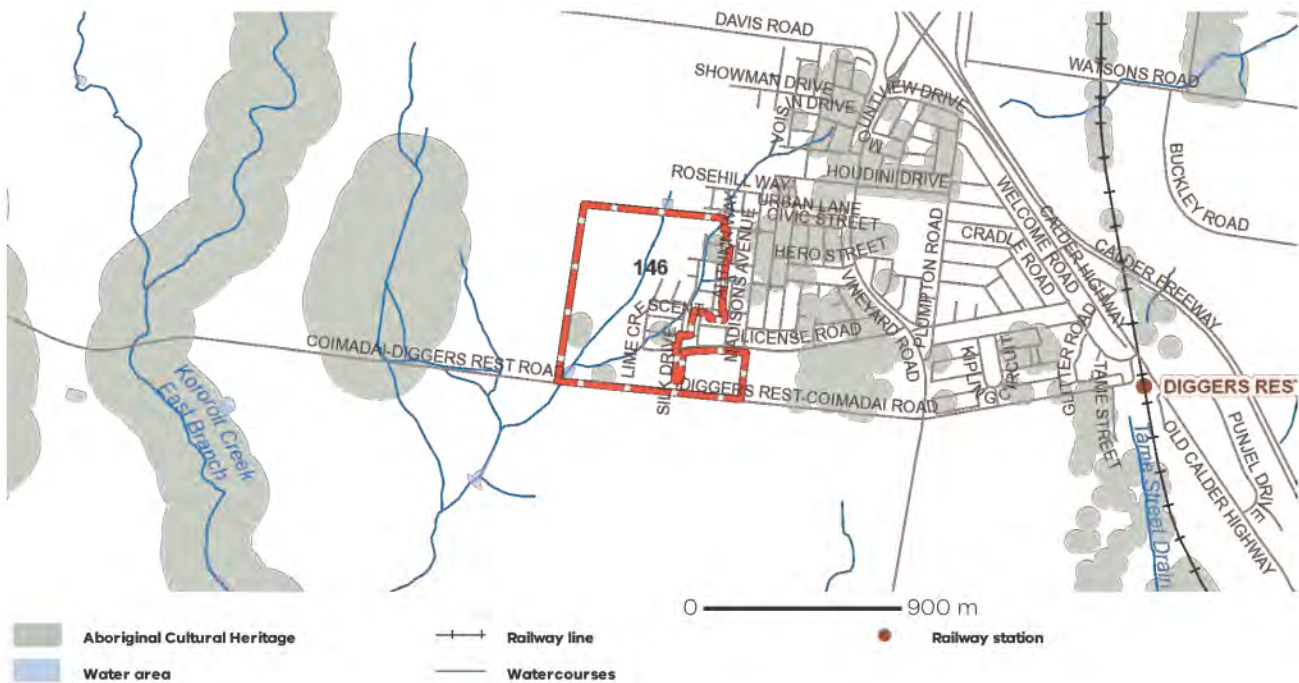
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.oav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 29 July 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

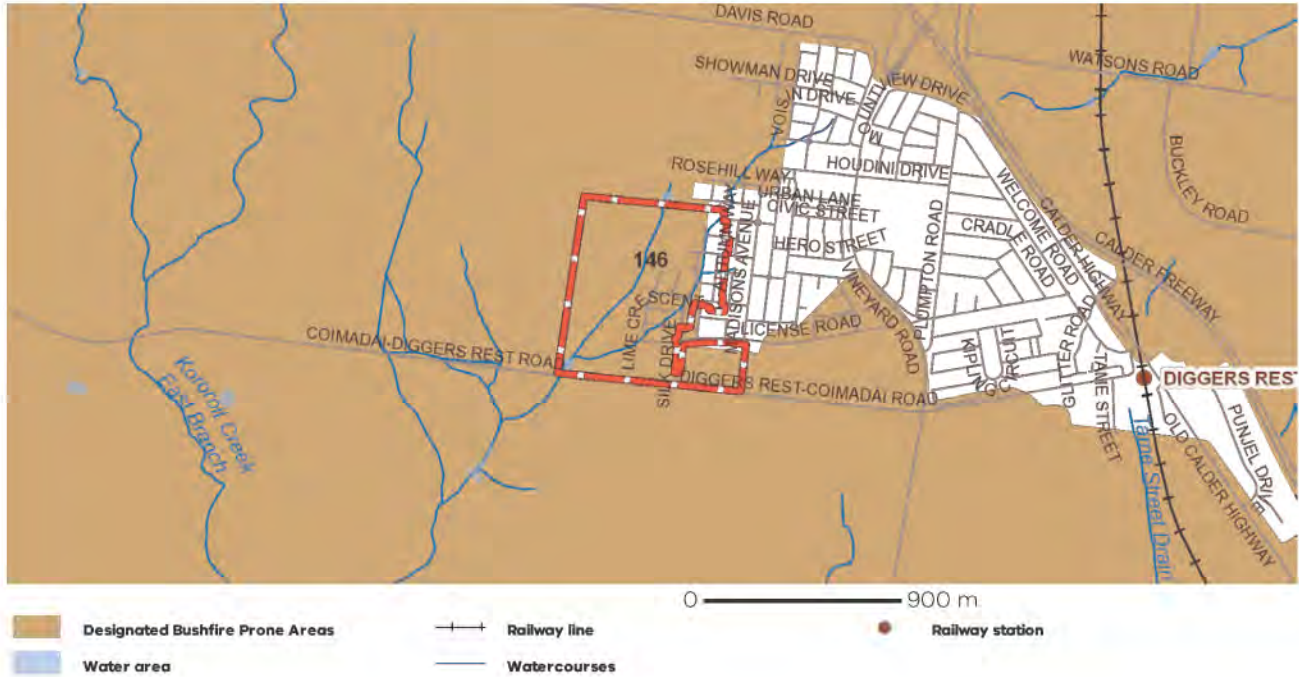
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area.**  
**Special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>.

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.